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V 36. May 1967



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ROYAL COMMISSION INQUIRY INTO LABOUR DISPUTES

(8)

HEARINGS HELD AT

OTTAWA

VOL. NO.

36

DATE

May 9, 1967

Official Reporters

NETHERCUT & YOUNG LIMITED 48 YORK STREET TORONTO 1, ONTARIO TELEPHONE 363–3111



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2		Inquiries Act, R.S.O. 1960, Ch.323
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		IN THE MATTER OF an Inquiry Into Labour Disputes
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7		to Collective Surgaining 4455
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9		BEFORE: The Honourable Ivan C. Rand, Commissioner,
10		at Ottawa, Ontario, on
11	10	Tuesday, May 9th, 1967
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16	1.5	E. Marshall Pollock Counsel to the Commission
17	.6	TOB S - DIA
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20		APPEARANCE:
21		C.P. Wright Ottawa
22		International Typographic Union
23		Allan Histed Representative
24		Allan Heritage Representative
25		
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28		
29		Nethercut & Young Limited, Official Reporters, 48 York
30		Street, Toronto, Ontario. Per: T.F. Conlin, sworn.

IN THE MATTER OF The Public Inquirtes Act, R.S.O. 1960, On.323

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IN THE MATTER OF an Inquiry Into Labour Disputes

SEFORE: The Honourable Ivan C. Rand, Commissioner, at Ottawa, Ontario, on Tuesday, May Sth. 1967

F. Marshall Pollock A R A R T Counsel to the Commission AUG - 2 1967

APPEARANCE

C.P. Wright

Ortawa

International Typographic Union

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Netherout & Young Limited; Official Reporters, 48 York Street, Toronto, Ontarto, Per: T.F. Conlin. sworn,

Nethercut & Young

Terente, Ontario VOLUME 36 INDEX Exhibit No. Page No. Letter from Mr. Moore to Mr. Brown Strike Insurance or Threat to Collective Bargaining Letter from the Printing Industry Association Inc.



reference.

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Ottawa, Ontario, Tuesday, May 9th, 1967

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--- At 10:00 a.m., the Hearing commenced.

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MR. POLLOCK: Mr. C.P. Wright from Ottawa.

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MR. WRIGHT: Yes sir, and I am a

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retired university professor.

MR. POLLOCK: Mr. Wright is appearing

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in an individual capacity to make some representations to this Commission in matters within his terms of

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MR. WRIGHT: Thank you for giving me this opportunity to address you. I should explain first of all that I attended a meeting of the Executive Committee of the Eastern Ontario Drama

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League on Sunday afternoon, and at that time the statement was made by one other member of that

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Executive about some very heavy costs which had been

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incurred in connection with a dramatic production, an amateur dramatic production, because they were

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performing in what he described as a union theatre,

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so that they were compelled to employ a very large

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stage crew, much beyond the needs of the production

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itself. I understood from him and this, of course, is hearsay evidence, that if they had not employed

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that full stage crew and possibly musicians as well,

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the building would have been penalized by being

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declared black for all subsequent performances whether professional or amateur. Now I don't want

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to comment upon the organization of the professional

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1	theatre as such or the professional entertainment
2	world although I think it would be pertinent for you
3	to make some inquiries about that if it is possible
4	for you to take the initiative in that matter. But
5	I did feel with respect to the amateur entertain-
6	ment world that it is very, very injust that a build
7	ing should be penalized because it had found it
8	financially difficult or perhaps impossible to make
9	use of the services of a full stage crew and other
10	union personnel not actually or definitely required
11	for that production.
12	THE COMMISSIONER: How do they deal
13	with such things as the little theatre?
14	MR. WRIGHT: The little theatre is an
15	amateur theatre entirely. I am not speaking about
16	that, this is another experience at Ottawa.
17	THE COMMISSIONER: But in the little
18	theatre they don't employ anybody like that.
19	MR. WRIGHT: No.I don't think so. In
20	point of fact when a repertory theatre, the pro-
21	was fessional theatre / operating in Ottawa I think it
22	was regarded as operating on such a small scale in
	the high school auditorium that it was not regarded
23	
24	as necessary to declare the building black. THE COMMISSIONER: That was the one
25	
26	on Sussex Street?
27	MR. WRIGHT: Yes, just off Sussex
28	Street on Gage Street. Now this again to some extent
29	is hearsay evidence. Some weeks ago an Ottawa paper

reported on the activities of the Orpheus Musical

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Society and it was then said in that article that the Orpheus Musical Society would probably find itself unable to make use of the facilities being provided for entertainment in the new National Centre for the Performing Arts. They would find themselves victimized, I think that would be the right word to use, to such an extent by the union requirements in connection with that building that they would be compelled still to continue to perform in one of the high school auditoriums of the town.

THE COMMISSIONER: I suppose this is an international union?

MR. WRIGHT: So I was told, a very tightly organized group of international unions.

That seems to be the fundamental difficulty, that a blacklisting of that kind directed against a building and not against a personal organization could be very, very drastic and completely destructive for the purposes of that building. That was the particular point on which I asked to make a submission to you yesterday, but if it would be permissible for me to make submissions to you on some other points.

THE COMMISSIONER: Well anything that you think you ought to speak on yes.

MR. WRIGHT: Thank you very much sir.

MR. POLLOCK: So long as it is within

our terms of reference with regard to labour disputes

we will hear anything.

MR. WRIGHT: I hope I can confine myself within your terms of reference. It will

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definitely be relating to labour matters. First of
all, perhaps in general, I might say that in dealing
with labour matters we seem to be dealing in general
with a matter that I would regard as coming within
the twilight zone, half way between the civil law
and the criminal law. That seems to apply to a good
many of the matters under discussion with relation
to this Commission. Secondly, I should like to
suggest that there has been some confusion of sorts
in popular terminology at least and perhaps even an
unpopular sort, in relation to the interpretation of
certain terms in the Ontario Labour Relations Act.
The: term "contract" seems to be very generally used
in regard to the conclusion of agreements between
bargaining agents on the one hand and employers on
the other. Now I should like to submit, the term
contract is never used in the Ontario Labour Relations
Act in relation to the agreement. The word "agreement"
appears there but not the word contract, and on this
point I should like to submit very strongly that the
collective agreement between the bargaining agent and
the employer is an agreement which defines the terms
of individual contracts, between individual employees
and employers.
THE COMMISSIONER: That is a very

THE COMMISSIONER: That is a very difficult subject and has been the subject of treatment in England.

MR. WRIGHT: I note that even Mr.

Carruthers in his book on Collective Bargaining in on that,

Canada has spoken vaguely/but I think at the same

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THE COMMISSIONER: There is no doubt it is only about that because when the agreement comes to an end and they are then in position to strike, that they have any contractual relation at all with the employer. I think it is impossible to say that everything has disappeared between the individual and the employer.

MR. WRIGHT: Yes the individual contract continues as long as the workers

THE COMMISSIONER: The question is how the terms of the agreement may be incorporated into hthe terms of the contract.

MR. WRIGHT: Yes I understand that. Now that I think raises a point with regard to picketing which was discussed very seriously yesterday. Perhaps on that point I might say or interject this thought. That it might have been possible to ask the representatives of the Canadian Labour Congress yesterday what they understood to be the exact terms of the Criminal Code of Canada in relation to picketing and in relation to the law of riot and unlawful assembly.

THE COMMISSIONER: Well we have had that from various sources, and it is not satisfactory.

MR. WRIGHT: No, but I think the gentleman who said that he had conducted a good many strikes must have been familiar with the terms of the Criminal Code and yet he seemed to evade that particular point and I thought very unsatisfactorily.

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1	THE COMMISSIONER: The interpretation o
2	the words gives opportunity for many diversions and
3	deviations.
4	MR. WRIGHT: I think the words in the
5	Criminal Code are quite distinct.
6	THE COMMISSIONER: They were using the
7	words to convey information. But I think that's
8	pretty well pointed up by what we have listened to in
9	the past two or three months.
10	MR. WRIGHT: Now this is a historical
11	item which crossed my mind. The law relating, that is
12	the Canadian law relating to people picketing was
13	introduced into the Canadian legal code in 1876
14	following a United Kingdom statute of 1875. Now when
15	the Criminal Code was presented to parliament in 1894,
16	that provision with regard to peaceful picketing was
17	incorporated in the Bill as first presented to
18	parliament. At some stage in the parliamentary
19	proceedings in the reading of that Bill in the Commons
20	that provision with regard to peaceful picketing
21	THE COMMISSIONER: By way of exception.
22	MR. WRIGHT: I haven't been able to
23	find out what stage of the proceedings
24	THE COMMISSIONER: It was struck out
25	in 1894.
26	MR. WRIGHT: It was omitted then, yes.
27	THE COMMISSIONER: When was it brought
28	back?
29	MR. WRIGHT: It was brought back in
30	1934, and there again under rather curious circum-

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THE COMMISSIONER: May I ask what your work was in university?

MR. WRIGHT: Economics, economic history and political science, those are the fields in which I chiefly worked. There were several universities in Canada, there was the Acadia University, in Saskatchewan, and New Brunswick.

THE COMMISSIONER: That was just curiosity on my part.

MR. WRIGHT: I have experience teaching in Harvard and Oxford too.

THE COMMISSIONER: Well you take a genuine interest then.

MR. WRIGHT: Yes. Now on this particular point with regard to the reappearance of that item with regard to peaceful picketing, the Bill as presented to parliament in 1934 did not include that provision for legalizing peaceful picketing.

THE COMMISSIONER: It simply declared that this section does not apply to attending there for the purpose of giving information.

MR. WRIGHT: But it reappeared in the Bill under very curious circumstances. It was presented to the House of Commons on the last Saturday afternoon of the session June 30th, as you imagine then the House was very, very thinly populated/and it was introduced without previous notice and the then Minister of Justice said it had been omitted as a proposed amendment to the Bill as an oversight. Now

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June 30th was a Saturday and Sunday followed, then
July 1st was Dominion Day and I believe the House was
prorogued on July 2nd or 3rd, so that that particular
section was reintroduced in , I think, a most surrepti-
tious fashion.

THE COMMISSIONER: Who was the Minister of Justice?

MR. WRIGHT: Mr. Hugh Guthrie. Now that was an interjection but with regard to picketing in general I would submit that picketing even as practised at the present time is not merely prejudicial to the employer against whom mass picketing is directed by reasons of obstruction, but it can also be prejudicial to other employers who wish to do business with the man because the employees, the unionized employees are encouraged by union conventions to break their contracts of employment with their employers by refusing to cross a picket line.

MR. POLLOCK: Of course those employers do have a remedy against those employees who break their contract of employment.

MR. WRIGHT: I agree that there is a theoretical remedy but in practice it is very difficult for the remedy to be employed and I think I am speaking from my own general knowledge and I don't have any specific knowledge on that point.

MR. POLLOCK: It has been put to us that it is rather distasteful to have to discipline your own employees.

MR. WRIGHT: And it may be dangerous too.

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THE COMMISSIONER: And if they all took that course you would be out of work and out of business.

MR. WRIGHT: Well that is a point that I think needs to be taken into consideration with regard to mass picketing. In fact I would go even so far as to suggest that because of those two considerations, mass picketing and the interference with the business of employers and of other firms is might be desirable or preferrable to prevent picketing at all. Picketing seems to be a very peculiar privilege, even if it is conducted within the strict limitations of the criminal law.

originally on the fact, and I think one decision of the Supreme Court, that you couldn't object to the intent on the part of strikers to persuade people as a rational feature of influence, you couldn't stop them trying to persuade people to sympathize with them and have no business with the struck premises and not enter the employment. It offends our whole notion of the rationality of our civilization to say that you can't try to persuade people to assist you in the action. But it has gone far beyond that. That is the weakest of the pressures which it exercises.

MR. POLLOCK: I just wanted to ask a question. When you use the term mass picketing what numbers are you talking about?

MR. WRIGHT: Mass picketing would be obstructing beyond the powers of the local police

Terente, Ontario

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force	to	control.	That	might	be	one	definition	of
mass	pick	ceting.						

MR. POLLOCK: How many would that be? MR. WRIGHT: That would depend on the available police force and the degree of control which the local government is willing or able to exercise.

MR. POLLOCK: Well in the City of Ottawa and the City of Toronto and the larger metropolitan areas you could have larger numbers of people. Some definition of mass picketing is over a hundred and some is over twenty-five and some is three or four hundred. But you say that twenty-five would in most cities or a hundred in most cities would not amount to mass picketing if you have a police force of some two or three thousand police?

MR. WRIGHT: It is difficult to give a specific answer to that. Yesterday I noticed that Aristotle was quoted in the submission of the Canadian Labour Congress and I was very much impressed by that.

THE COMMISSIONER: Well I must say that it didn't impress me that much because I knew that Aristotle lived on the assumption that he was entitled to have slaves.

MR. WRIGHT: Yes, and it occurred to me then I might offer a quotation from a modern philosopher Heigle and I can't give the reference but it was quoted from Des Capital. He attributes this statement to Heigle that the difference of degree can become a difference in kind.

	Toronto, Ontario
1	THE COMMISSIONER: Yes. But on the
2	other hand Heigle had finally come to the persuasion
3	that the ideal form of government was that of Trosha.
4	MR. WRIGHT: Perhaps I could suggest
5	this that the Criminal Code faces a problem in this
6	regard with respect doesn't it that it tries to define
7	an unlawful assembly with regard to numbers?
8	THE COMMISSIONER: That is a well known
9	fact and it goes back several centuries.
10	MR. WRIGHT: Well in creating a
11	difference in kind, it does create a specific number
12	and I think five is the number is it not that makes an
13	assembly an unlawful assembly.
14	THE COMMISSIONER: Well certainly one
15	can't be an assembly. I'm not sure I've just for-
16	gotten if there's any specific number. Of course that
17	is an assembly for a wrongful purpose and the object
18	is an illegal act whatever it may be. It is a well
19	known common law point that they were fundamentally
20	disturbers of the King's peace. It was the King's
21	peace that led to the generation of the number of
22	the minor offences.
23	MR. WRIGHT: It struck me that possibly
24	the reason a particular number was chosen
25	THE COMMISSIONER: I don't think you
26	will find and you may and we will see if there is any
27	specific number, but I don't recall that from Blackstone

MR. POLLOCK: In Tremeear's Criminal Code the definition of unlawful assembly is not

but he may have it.

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limited to numbers. I'm sorry it says three or more persons. It says "an unlawful assembly is an assembly of three or more persons who with intent to carry out any common purpose in such a manner or so conduct themselves when they are assembled as to cause persons in the neighbourhood of the assembly to fear on reasonable grounds that they will disturb the peace tumultuously or will by that assembly needlessly and without reasonable cause provoke other persons to disturb the peace tumultuously".

MR. WRIGHT: It is a very, very interesting definition and it seems that a number is chosen perhaps because three would be the largest possible number with which a single policeman could cope.

THE COMMISSIONER: Of course the available police power becomes very important in these matters. As a matter of fact it is one of the statutes of the United States that is specifically referred/and you have to show that the police force is not in a position to maintain the conditions that ought to be maintained as a condition of obtaining an injunction, that is one of the conditions. Really the purpose of equitable interference here as the Statute has enabled it to be made is the fact that equity is most effective in a process of continuing acts. The criminal law deals with a single act. You do this, and that is punishable. You come back the next day and you do the same thing and you can do it every half day and every week and every month. The criminal law isn't designed

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to meet that sort of thing, it is like a continuing
trespass. A man is continuing digging at your coal
underneath. Now you can have him brought up for theft
that every pound of coal he takes can be looked upon
as a theft in itself and it is the continuing condi- of has tion/that trespass that / justified the end position
tion/that drespass that / Justillied the end position
of equity. It is the continuity that is looked upon
as inadequate in the legal remedy. He can sue and
trespass of course but you would have to be keeping
up the issue of his writs.

MR. WRIGHT: On this point that you made about the permissibility and the lawfulness of peaceful persuasion, I should like to suggest this, that perhaps peaceful persuasion might be lawful in general but perhaps not so lawful at a particular place.

THE COMMISSIONER: Well the conditions might show that it really wasn't to pass on information but to intimidate people and mass in the sense, you might have a hundred people constitute a mass at a small industry in a small locality.

MR. WRIGHT: On this point, and I'm speaking not as a lawyer, but having made some reference to the law of trespass, I understand that the right to pass upon a highway is only a right to pass upon it but it is not entitled to use the highway for other purposes.

THE COMMISSIONER: That is an accepted principle, particularly where the highways in the early days were dedicated to the public because the

Terente, Ontario

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owner retained the legal title to the highway but with the public having an easement over the highway. Today in this province the highways are vested in the municipality, but nobody has the right to go and put a tent on the highway or move a house or doing anything that is going to constitute an interference with the general use by the public of the highway.

MR. WRIGHT: For that reason I would suggest that anybody loitering on the highway outside premises against which a strike is in effect even for peaceful picketing may be trespassing on the highway.

of a nuisance if there is an interference with the public right.

MR. WRIGHT: Then the question arises, what authority is entitled to take action against such a nuisance?

Public nuisance is an offence and it may also incidentally for be a private wrong, if an individual has a special right on the highway or a special action which he is prevented from turning out and he suffers damage, that is a trespass.

MR. WRIGHT: But the only authority that can prosecute for the offence as I understand it is the local authority, the person who suffered is not

THE COMMISSIONER: Now I wouldn't say that. Of course generally speaking a public nuisance ought to be handled by the Attorney General. It is in

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the public interest and not an individual interest.

MR. WRIGHT: Well I think if the witnesses who have come who have formal submissions would it be appropriate for withdraw at this point? I think I've said everything I can.

THE COMMISSIONER: Yes.

MR. WRIGHT: Thank you very much for the opportunity to appear before you.

THE COMMISSIONER: Thank you Mr. Wright for appearing.

MR. POLLOCK: The International Typographical Union is next, Mr. Allan Histed and Mr. Allan Heritage both representatives of the International Typographical Union in Canada.

We have both had an opportunity to read the Brief that was submitted. is some eleven pages long. The proceedings of this Commission are extremely informal and the manner of presentation we will leave to the participants. As I say we have read the Brief and perhaps you might care to read it again and we will discuss the matters that are raised in it. We have some questions arising out of the Brief and some other matters which have come to our knowledge during the course of this Commission and we hope we can embark on a fairly free discussion of the matters which are of concern to us all. So Mr. Histed are/the spokesman? Both of you can feel free to speak but let's have one of us at a time talk.

MR. HISTED: First I would like to apologize for not appearing at the beginning. We



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ne Canadian National TradesUnions was to appear and we checked and heard someone speaking and thought they were in here presenting their Brief.

THE COMMISSIONER: Well they have been delayed in some way.

MR. HISTED: Well we understood they were in here and that is why we didn't come in sir. However, there is only one point in reading the Brief that we wish to speak with the Commission in this respect that sometimes to get the proper perspective it does help to read the Brief and if there is no objection I would like to do so.

MR. POLLOCK: No please feel free to do

MR. HISTED:

"Honourable Sir:

This brief is presented by the International Typographic Union, which has 27 local unions in Ontario, in 26 cities. Most of these 27 locals have a varying number of contracts with Employers, or Employers' Associations in their respective local jurisdictions.

A number of these locals have been in operation continuously for 100 years and more. In 1869, these long-time independent local unions requested affiliation with the then National Typographical Union in the United States. Following acceptance of exist-

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ing local unions in Canada in 1869, the parent body changed its name to the International Typographical Union. During the years since, newly-organized unions, mainly comprised of composing room and mailing room workers, have sought affiliation with the ITU, which has been granted.

It is our understanding that your Commission is particularly concerned with the subjects of strikes, picketing and injunctions. We welcome the opportunity to present to you our position on these matters.

First, we wish to state that strikes are relatively rare in our union. There are many locals in our union which have had contractual relations for 50 years and more, where there have never been any strikes or lockouts. This is not to say that negotiations on both sides have not at times been intense.

We comment to you the fact that since the labour dispute at the three Toronto newspapers, which commenced on July 9, 1964, when a number of our members were discharged simultaneously in each of the three newspapers, subordinate unions of the ITU in the



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Province of Ontario have negotiated mutually satisfactory contracts with more than 150 newspaper and commercial printing employers. There have been no new strikes or lockouts in any ITU local in Ontario since the Toronto newspaper dispute commenced.

We wish to outline briefly certain facts about the International Typo-graphical Union operation, because of certain statements made before the Commission.

The International Typographical Union is probably the most law-abiding labour union on the North American Continent. The membership conducts its affairs on the basis of union laws. The membership, not the officers, adopt these laws and bylaws. The Executive Council of the ITU, through its International President, must interpret the laws as a final authority, subject of course to recognized appeal procedure. The members of the Executive Council are required by the laws of the Union to administer such laws. The General Laws, Bylaws and Constitution may be amended, deleted, or added to at any annual Convention of the Union. The General Laws and Bylaws, if adopted at a



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Convention, and if adopted there, it must then be submitted to referendum vote, by secret ballot to every eligible member throughout the entire ITU jurisdiction before it becomes a law of the Union.

Before any strike action by a local of the ITU can be legally recognized by the President of the ITU, under its own laws, he must assist in negotiations personally, or through his appointed proxy. The local union must have completed all necessary requirements of existing Labour Legislation in the Province or State where the local is situated, before such local can be granted permission to hold a strike vote. The International President has no authority to order a strike. Only the members of the local union, in a meeting called to consider the question, can vote themselves on strike, by secret ballot. The members of the local union involved, have the sole right to vote by secret ballot to terminate a strike or lockout whenever they deem it necessary or advisable.

There is one matter we wish to make clear. The officers of the ITU, as well as the membership generally,

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fully realize that no union laws or regulations can supersede public law. It is understood that any union law which is contrary to public law is inoperable so long as the public law affecting it is in effect.

In concluding this preamble we wish to advise the Commission that in spite of the fact that the ITU membership in Canada is less than one-tenth of the total membership, there is one Canadian elected to the Executive Council. comprised of five International officers. There has been a Canadian as President of the ITU. The Canadian locals and membership receive equal rights and treatment with those in the United States. Contrary to propaganda, the ITU regularly returns more in benefits to its local unions in Canada than is collected in dues. As a matter of fact, all moneys collected from the Canadian membership is deposited in Canadian banks, and the ITU in nearly every year transfers funds from the United States to pay the balance required.

So far as the internal affairs of the ITU are concerned, there is no border between our two countries. Any



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Canadian ITU member has the right to run for any International office, with the exception of delegate to the AFL-CIO, which deals with U.S. legislative matters, and only Canadian members may serve as delegates to the Canadian Labour Congress.

COMPULSORY ARBITRATION

The subject of compulsory arbitration has been discussed and debated for many years, not only in this country but in others. It has come to the fore in Canada at this time because of several strikes or threats of strikes in major industries, national and regional.

The first point that should be borne in mind is that in all jurisdictions in Ontario, as well as the rest of Canada, there is already a form of compulsory arbitration operative during the life of a collective agreement. As you know, Labour Relations Acts require that collective agreements must contain a provision for settling all differences arising out of the interpretation or application or alleged violation of a contract by arbitration. The ITU and its affiliated locals have contained such a provision in their contracts for many years. In fact, for many years



before there were Provincial Labour Relations Acts. Therefore, we make no objections to this type of arbitration on fair rules.

Before a strike is lawful, certain statutory procedures must be completed.

One of these is compulsory conciliation.

It is not possible for the parties to decide that negotiations are finished.

If they cannot reach a settlement, the dispute must by law be referred to conciliation or mediation. Only after a certain period has elapsed following the report of a board of conciliation; action by the Minister of Labour; or a mediator, are the parties free to take economic action.

In our present society, the right to strike is, in a sense, permitted and exercised in many spheres other than labour. When a business or firm decides to curtail or close operations and does so, it is in effect saying that it is not prepared to continue operations in a certain direction or at the price prevailing at the time. We think there are so many illustrations of how management or firms can make unilateral decisions, there is no point in listing them.



Under present circumstances there is no justification for the propaganda to impose compulsory arbitration on the workers. To control labour without controlling the rest of the economy would be unjust discrimination.

disputes must bring with it controls
over wages which must be based on profits.
Therefore, the fine line between arbitration of wages and profits disappears
under any compulsory arbitration. Such
arbitration must take into account the
profit, how profit is obtained, good or
bad management, salaries of executives
and the whole of business operations
and practices.

Compulsory arbitration, therefore, would eventually lead to a compulsory control of profit, to control of business methods and operations. In short, the compulsory arbitration of labour disputes invites—yea must include—compulsory controls of not only labour but business. There can be no effective compulsory control for wages without compulsory control of profits; no effective control of profits without compulsory control of business; no effective control of business without



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compulsory control of prices, goods made available, distributed and complete compulsory control of the economy of the country.

We doubt the people or the government are ready for any such totalitarian dictatorship.

We submit that the wholesale condemnation of strikes, particularly those permitted under present law, is thoroughly unjustified. A strike is the workers' only effective weapon to achieve improvements when peaceful negotiations have failed. Obviously strikes are undesirable and should be avoided if at all possible. This is why strikes are not undertaken lightly. No one considers them a tea party to be welcomed. But when all other efforts fail, they remain the only effective alternative.

We suggest that if steps are taken to eliminate or further regulate and frustrate the right to strike in Ontario, or Canada, we will take the first major step toward undermining democracy.

Those of us who have had experience in negotiations know that without the possibility of economic action hanging



over both parties, collective bargaining would become a sham in most cases.

It is not the strike or lockout itself,
but the threat which is the important
weapon in collective bargaining.

In short, we suggest that the right to strike is essentially part of collective bargaining itself. Without it, the Employer who has complete control over the business has all the power and the Union has little or none.

Frustration over unnecessary delays, often caused by conciliation procedures, (which are presently being modified), have actually helped cause many strikes. Our Union is convinced that good faith bargaining by both parties, with an absolute minimum of outside interference and delay, will vastly improve labour relations in the Province of Ontario and Canada. Any further restrictions will most likely result in more chaos.

With due respect to those not engaged in our industry, we believe that our employers, and our members, know our industry best. Arbitration of new or succeeding agreements has only resulted in most instances in



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constant bitterness. A voluntary agreement, even though considered by both parties as unsatisfactory (even after a strike), can be lived with, realizing that both parties have a chance for correction the next time around.

INJUNCTIONS IN LABOUR DISPUTES

Our Union opposes the use of injunctions in labour disputes. Not because we condone violence or deliberate law-breaking. There are laws to deal with such conduct at present. It is the constant advice and instruction by our International officers and representatives to make sure that our actions are legal in any labour dispute.

In stating this, it is our position that when a union has completed the appropriate provisions of the Labour Relations Act, and its members decide to strike, that a worker's job should be protected until the conclusion of a strike or lockout. Also that the workers be guaranteed the right to strike, as qualified above, and this includes the right to picket in support of such strike and to boycott employers handling struck goods, directly or indirectly, for such conduct is usually in support of the struck employer. It should also be pro-



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vided that none of the above activities shall be enjoined by any court.

All too frequently, the employees whose activities on the picket line are prohibited by injunctions are bewildered and badly demoralized. They are not aware of having done anything legally wrong; but they are aware that their jobs are in jeopardy--and they struck to secure improvements, in their working conditions and wages. Suddenly the power and majesty of the state is enlisted on the side of the Employer, to prohibit the employees from demonstrating and requesting support for their cause. Surely, admitting the right to strike, workers should be able to demonstrate and to enlist support of others without being hampered in their efforts to do so and made to look and feel like criminals.

It is our conviction that if
employers were prohibited from hiring
strikebreakers, there would be no cause
for them to seek injunctions. A strike
would then become a straight economic
battle and a negotiated settlement
would more quickly result.



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THE USE OF STRIKEBREAKERS AND THE NEED FOR ANTI-STRIKEBREAKER LEGISLATION

The principal weapon of organized labour in pressing its collective bargaining demands -- as a last resort -- is the strike. A withholding of labour, accompanied by picketing and other tactics, in an effort to bring sufficient economic pressure on an employer to reach a settlement of a contract. Under present legislation strikes may be defeated by employers by a wide range of counter-measures, including the right of hiring replacements for employees on strike. Although the importance and feasibility of hiring strikebreakers varies according to the industry, it is evident that in those instances where strikers may be successfully replaced, the Union can lose all of its collective bargaining leverage. Despite the increased cost of recruiting such replacements (such as in the Toronto newspapers), some employers may indeed find such a tactic preferable, rather than trying to reach a settlement.

During the past years, it has become evident in the United States, and recently in Canada, (Toronto newspapers and General Printers, Oshawa),



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that employers are increasingly following this course of action.

In the Toronto newspaper dispute the employers imported numerous professional strikebreakers. All these professionals came from the United States; some as far away as from Florida and California. We have documented evidence to substantiate this claim. The terms of employment in Toronto were for a total of \$1,035 per week, including salary and a \$15.00 per day for expenses -- for a lock-in. Other strikebreakers were recruited throughout Canada from Vancouver to the Maritimes. They were guaranteed transportation costs, plus expenses while in Toronto, and a minimum salary far above that paid to ITU members prior to the dispute. Note: We know of no violence which took place until after an injunction was granted and strikebreakers began entering the plants. Though strikebreaking is not new in labour disputes in Canada, this is the first time in recent years, to our knowledge, that professional strikebreakers have been used.

Printing trades crafts are not the only unions that have been



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afflicted with professional strikebreakers. The Packinghouse Workers
concluded a long and costly strike, made
more protracted and expensive by the
availability of professional strikebreakers.

The U.A.W. strike against Kohler was extended by the presence of strike-breakers, and cost the firm, the union and the community many millions of dollars, to say nothing of the suffering and privation and loss of dignity suffered by all concerned. The rubber, textile, hotel and restaurant and distillery industries have utilized the machinations of professional strike-breaking firms. Even the Airline Pilots' Association has uncovered a movement to recruit maverick pilots for potential strike "duty".

It is the accepted fact that strikebreakers, floaters, ne'er-do-wells, fly-by-nighters all shake employers down for as much as four times the prevailing wage scale, plus generous expenses.

With these concessions in mind, the questions arise naturally: Why use strikebreakers at all? Where does the huge war chest come from? What sort of suicidal urge prompts employers who have



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had a tradition of amicable relations, suddenly, and without provocation, to close their minds and lock their doors against some labour unions? Particularly when they know their immediate costs will skyrocket, and their product will deteriorate. The answer to all three questions is strike insurance, a device which, in the event of a strike or lockout, provides the employer with almost unlimited funds.

Perhaps the most viciously conceived strike insurance plan is that of the newspaper publishers. For a premium of a mere \$12,262.50 per year (tax deductible as a business expense), a newspaper where a strike or lockout exists can collect \$10,000 per day for 50 days whether or not they continue to publish. This plan, originally underwritten in New York, was declared "against the public interest" by the New York State Insurance Commissioner. The publishers, unwilling to permit public interest to conflict with their own principal and interest, retaliated by sending their strike insurance business to Canada. It has since been sent to another country due to protest. The public be damned!



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Attached hereto is a copy of the booklet "The Story of Professional Strikebreakers" and a copy of the booklet "America Needs Labor Unions", for the Commission's perusal.

Early in 1960, our Union, under the leadership of President Brown, launched an ITU-wide campaign in Canada and the United States, aimed at outlawing the trafficking in professional strikebreakers. With the cooperation and support of other segments of the Labour Movement, there are now 13 states and 92 municipalities in the United States which have adopted Anti-Strikebreaker Legislation. This is long overdue in Ontario and Canada.

In summary, we are opposed to Compulsory Arbitration in settling labour disputes. Injunctions should be prohibited in labour disputes. Strikebreaker Legislation should be adopted.

Respectfully submitted,

Allan Histed, ITU Representative and Allan Heritage, ITU Representative." MR. POLLOCK: Thank you Mr. Histed.

Turning now to the question raised on the third page of your submission that the International President has no authority to order a strike. The International



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President has authority to disapprove agreements that are forwarded to him with the resulting effect that if you can't accept an agreement you have to reject it and therefore a strike is inevitable.

MR. HISTED: I can't agree that a strike is necessarily inevitable because that situationin the first place the laws of the Union do provide that when or before a proposal is submitted that it must be approved by the President of the Union or the Bureau of Contracts under his direction and instruction. After negotiations it must be checked again to see/It is in compliance and not contrary to the laws of the Union or to the civil law. You, I believe, are referring specifically to the Toronto situation where a claim is that on several occasions the International Presidents approved of proposals which the local committee indicated they wouldn't recommend. However, I might say that as was stated before this Commission in Toronto by President McCormick that the local Union did have a contract or a complete proposal that had been approved by the International and a tentative agreement had been reached but as it turned out under the terms of the old contract which were still applying because conciliation had not been begun, the local Union filed a grievance, sought to have it taken to the joint standing committee and at which time the employer claimed that if that was the interpretation to be taken by the local Union they would then insist that that section of the tentative agreement must be reopened. When that was reopened the local Union



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retaliated and opened another section and the company started reopening other sections to where about a total of nine sections were reopened before this proposal was ever submitted to the company or to the members of the So that where tentative agreement had been reached and where International approval had been given to the local Union to present, it was the situation where a grievance under a struck work provision, the employer disagreed with this and insisted that it be That was the history of that particular case. Now there is a claim that on a next occasion that agreement was reached with the local committee and was disapproved by the International. This is not correct. The local Union without any instructions, or without checking out with the International, proposed the additions of coverage over computer operations within They did it in a very careless manner, their contract. and the newspapers countered with wording and presented it before the conciliation board which was chaired by Judge Anderson. Judge Anderson insisted that the local committee submit that to the Bureau of Contracts and sent a telegram himself urging the International President to give approval of contract language submitted by the employers which was completely unprotected. It gave no protection whatever over something that had been previously covered in the old contract. A section dealing with, that it was understood and agreed between the parties that the area of work which had been covered in the old contract, the Union would not seek to expand and the employer would



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not seek to decrease, whether on present operations or 1 | 2 any new process for equipment which may be entered into 3 Now the proposals submitted by the employers to the Board of Conciliation as I said before, and it is 4 difficult to get into all the details because I was not 5 present before this Board of Conciliation, but I saw 6 7 the copies of the proposal, where a proposal to take 8 away from the Union an area which had been agreed in 9 the expired contract would be guaranteed to them in 10 any future negotiations. It was a proposal to set up 11 a data processing centre which was something that had 12 never to this time been proposed to any local Union or 13 organization.

THE COMMISSIONER: What do you mean by that?

MR. HISTED: That a processing centre, it means that rather than, there are special purpose computers which are being used in the newspapers and commercial printing firms which are single purpose computers. In other words there is Rino type and Harris Intertype.

THE COMMISSIONER: What do you mean by purposes?

MR. HISTED: Mr. Heritage will get into the computer because he has taken the course.

MR. HERITAGE: Your Honour, in the area
we are discussing on the special purpose computers versus
the multi-purpose computer, a special purpose computer
is a computer that is designed especially for the one
type of operation, and a multi-purpose computer such as



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used in a data processing centre can be used for various operations, from type setting and bookkeeping. etc. and this is the difference. In a data processing centre you can put in a multi-purpose computer because you are going to use it for many other functions besides the Whereas a special purpose computer you only need to put it into a department to be used for one thing.

THE COMMISSIONER: That would be for advertising and want ads?

MR. POLLOCK: I take a multi-purpose computer is far more expensive?

MR. HERITAGE: Yes far more expensive. At that time they were very expensive.

MR. HISTED: They have come down in price now because there are many more being sold.

THE COMMISSIONER: But the employers proposed this.

MR. HISTED: Yes, on a data processing centre and it gave very inadequate language even though as I repeat, they had agreed to the principle that any area that we were now doing would be continued to be done by our members no matter what principle or what equipment or what process was to be accomplished. this proposal was completely unacceptable. It was extremely faulty and it would have considered what we call under technical newspaper operations input and output, and none of the maintenance to do with the various equipments. Now there are a number of

MR. POLLOCK: What various equipment is



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MR. HISTED: There is all what they call peripheral equipment such as the readers and the reperforator units, all of this which is a large area of our work. However, there was no coverage for this area of work that I mention such as on readers and reperforators and so on. All it said was that under the old operation we got the copy and set the type and we proof read it and made it up and we completed the job. Now using the data processing centre we would not even be permitted to go into the data processing centre to monitor or even repair the equipment that was to be in the composing room, or to the modifications.

What I am trying to do at this time is indicate to you that the local committee did not agree and this is positive, they did not agree to recommend acceptance of this section. They assured the two representatives that came in following that time at the last meeting of the Board of Conciliation that they didn't know anything about a computer and they didn't know what the terms meant and they agreed to submit it to the President of the International Typographic Union for review to try and get some guidance on it. They knew nothing of what effect a computer would have on them. Now remember this is three years ago and we know a great deal more now and even they do too. However, that is Claim No.1, that the International rejected the proposal. Now there was another occasion during which I was in. I came into the situation with representative Martinok, a representative from the United States who had taken in-plant



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MR. HISTED:

training and also special courses in computers and was very knowledgeable in this, but we continued to negotiate on the question of computer. The employers were seeking to confine it to perforation of tape. Now/purposes of the Board, to give a little explanation, there are several ways with which to accomplish or get through the computer. There is magnetic tape, there is the punch card system and the perforated tape system. The purpose of the computer, the function of the computer so far as composing room work is concerned, is that instead of the perforator operator under justified tape or under linotype operation or intertype, the computer justifies and hyphenates, which eliminates a great function of composing room work. During negotiations at which I was present and so on, we realized that the monitoring on a computer for a simple one-operation would be practically nonexistent. However, we had the concern that should the employer institute or put in photo composition for the purpose of setting advertising, this can be run through a computer and unless we had the monitoring of the computer we would then lose a large, a very large area of our work which had been done and which cost us a great many jobs. However, in continuing through on negotiations in the City of Toronto there are about nine sections in dispute. MR. POLLOCK: Your concern at this stage was the loss of jobs?

Absolutely, and at that time the only consideration that the employers had



given was simply that they would get a certain number of weeks pay for/certain number of years service and then if they weren't used why, out they were. In spite of the contract provisions that they would always do the same area work even though the area might be reduced, that is, the volume of jobs might be reduced as a result of eliminating by computer, first the unjustified tape system where/perforator operator just perforates continually and no justification or hyphenation. They can set about six hundred lines an hour under that system where under the justified tape operation it cuts it down to about 375 lines to 400 lines per hour. I wish to make that point.

MR. POLLOCK: So then there is no other stop afterwards.

MR. HISTED: That is right, and then you see the hyphenating and justification which was formerly done by the printer is eliminated by the computer. We realized that this would cost us jobs but we wanted to make sure that whatever was there of our work would be done by our members. Now this a was the first case as I say where/data processing centre had ever been proposed by any employer on the continent; as a matter of fact I presume in the world because this is why this was being done, and a great deal of study had to be made.

THE COMMISSIONER: To whom would that work be given if it was taken from you?

MR. HISTED: Well the hyphenation and be justification would just/eliminated by the use of the



computer.

machine.

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MR. POLLOCK: It would be given to the

MR. HISTED: That is right.

THE COMMISSIONER: But I understood you to say what was given to the machine was taken out of your jurisdiction?

MR. HISTED: Well what I pointed out Mr. Commissioner was this, that we realized that the elimination of hyphenation and justification would cost a lost of jobs. We expected that and we realized we couldn't do anything about that, but the local Union had in advance negotiated a provision for severance pay in the event of loss of jobs in that connection.

MR. HERITAGE: I think what the Commissioner is getting at if I may answer that, was the work completely eliminated or was there some work left to be done-is this what you had in mind?

THE COMMISSIONER: Yes that's it.

though it eliminates the jobs such as hyphenating and justification, there was still work to be done such as the program in the computer for the hyphenating and justification had been modified, the format and all programs are written for computer, they are not were fool-proof. In fact there / many changes that had to be made in the process of that program over a period of time. Well the company's proposal was to put this computer in a separate room, the data pro-



cessing room and people other than members of the ITU would monitor the computer and operate the computer.

THE COMMISSIONER: Well did your original employers do the function in monitoring the data processing plant?

MR. HERITAGE: Well it didn't exist but our people had done the work that the computer was going to do or replace, and the publishers in previous negotiations had agreed not only in principle but in language in the contract, that any machinery or any process that replaced or supplanted or performed the same functions would be done by members of our Union no matter where it was put. If it was put in a building outside the Toronto Star.

THE COMMISSIONER: You see it was really the same result in work.

MR. HERITAGE: The same result in work but we would lose jobs which we never opposed of course because there were other means of taking care of it.

It might take one or two men where it took twenty-five men to do the same job. But this we were not opposing because we faced this in the hundred years of evolution of the printing industry. But it was the principle that even if there was one man, if this machine was still going to do work that required one man to do the function ordinarily done by us then our man should be hired which was agreed to.

THE COMMISSIONER:: What do you mean by justification?

MR. HERITAGE: Justification is the



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length of line in the newspaper to make sure that it fits in the column.

MR. HISTED: I think every industry Mr. Commissioner has their own lingo or expressions and it is very apt and I have talked to architects and I've talked to judges or lawyers and they have their peculiarities.

THE COMMISSIONER: They lose them all when they go on the bench.

MR. HISTED: But manufacturing plants have various expressions which are well known.

THE COMMISSIONER: Well it's not the usage of the appropriate term but the term that you take with a well-fixed signification.

MR. HISTED: Yes, and not to get too far into that, where the perforation of tape, that is all the reading matter or classified advertising and even advertising, is set on perforated tape and then run through the computer for justification or hyphenation, whatever is involved

THE COMMISSIONER: That is in preparation for the final press?

MR. HISTED: No, because I'm just going to take you through the sequence. It would be perforated and fed through the computer and then it goes through the line casting machine. Now when you are using either justified tape or a linotype machine with manual operation, the lines of type must measure out to a certain length according to what is desired or the machine will have too much space and it will



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shoot the metal out and you will have what we call a splash. Therefore, it is essential that under justified tape or in the manual operation of a hot metal linotype machine that a line must be within a certain limit of the line length, and that is justification. Now you notice will even/some newspapers where you space letters to get them a certain length because you can't hyphenate or turn them around the line, and that is justification. Hyphenation again of course is where you've hit that line and spaced it out to the line length and you've got it justified. Now under the system used in computer operations you eliminate that because the computer is set up through programming to place a hyphenate in when it meets so many units or digits of the length of line required according to the size of type that is to be run through the linotype machine. Now I am interested in this computer operation.

MR. POLLOCK: But I don't think it is within our terms of reference.

MR. HISTED: Well this wasn't exactly the point. However, there has been so much misunder-standing that of course I'm deeply concerned in this because we have simply been murdered by propaganda by the newspapers or the news media,

but I would like to point this out that when
I came into negotiations along with the representative,
Martinok, late in April at the last Board of Conciliation
meeting on which there was no effort by the employers
so we had never even met the employers. Their lawyers
were present and the employers were there but we never



1 | even saw them, the Board brought down a report stating 2 that they recommended that the parties get back together 3 and they felt that or the Board felt that we could reach 4 an agreement. Now, the representatives came in and assisted the local committee and at our first meeting 5 6 we questioned the employers on their reasons for start-7 ing up schools for training replacements for our members 8 and they assured us that they would not or would never 9 lock us out. I, on behalf of the International and with 10 full authority of the local committee, advised the 11 employers if that was the case they had no intention 12 of locking us out and we had no intention of striking, 13 then there was no purpose in having these training 14 schools. They claimed however that they would never 15 I might say that prior to going into that situation, for at least two months the newspapers had 16 had stories rather regularly, stating there was going 17 to be a strike of the printers in the three Toronto 18 newspapers and the local Union had never even discussed 19 the action, never. As a matter of fact we had no 20 intention and made no plans for it. However, the thing 21 that brought this up was simply asking whether the 22 President of the International Typographical Union had 23 his authority to disapprove of certain language met by 24 the local committee. Now the President of the Inter-25 national Typographical Union is responsible to the 26 members to seek to protect our jurisdiction and our 27 28 members! jobs.

MR. POLLOCK: Which members' jobs, the members of the local or the members of the International?

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MR. HISTED: The members in the local as well because you see they are members. In other words we have a responsibility and I as a representative have a responsibility to make sure that a local committee or a local Union that don't know anything about a program, that if I don't know something it would go to somebody who does, and we have had men studying the situation for as many years as we could to get this information to us, and we knew certain of the facts.

MR. POLLOCK: But in the particular

circumstances if the local being apprised of all the possible ramifications to the local members make up their mind and they are satisfied with that, then the only concern would be that it might have some adverse effect on a local that is existing in Ottawa or New York or some other place. Is that the justification that the International President would take to intervene?

MR. HISTED: Well most certainly that would be one reason, because a local committee who knows nothing about computer operation admittedly and had never even seen one until we arranged with the Toronto newspapers to take him over to IBM. After they went through and saw movies of the 1130, they were more confused than before. However, the position taken by the scale committee was this-that they would recommend it if it could be approved.

MR. POLLOCK: Well I'm asking you a hypothetical question to get away from these complex



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matters. I am asking you if a local Union agrees and it is within its knowledge and knows what the position of the International is explained to them and this is what's going to happen and that's what is going to happen and they say I understand that and I appreciate it and I don't care. We in this local Union want to do it this way, and you say that is going to have an adverse affect on a local Union in another jurisdiction and we're not going to let you do what you want to do.

MR. HERITAGE: Mr. Pollock, on this point I know what you are getting at and I think there has to be some premise up to it. The ITU Bureau of Contracts has set up a sort of legal department because our local committee are very small. And they can't afford legal counsel and they can't afford to investigate standards and other points. It is a clearing house to uphold the conditions, the basic minimum conditions of a contract throughout the jurisdiction, not only to protect the membership but to protect the competitiveness in the newspaper industry or the commercial industry, the same as the newspaper publishers have the American Newspaper Publishers Association which they consult from Canada on any changes that the ITU is making in its language. we both have these departments and we have both had them for many years and access for information. Now the ITU President enforces the law which says that all contracts must meet the approval of policy adopted by the convention or by referendum vote whichever/has been depending on whether it is in the Constitution or the



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Bylaws, it must be sent to headquarters for approval before it can be voted on by the membership. Now if the membership want an approved agreement that will be backed by the International if any difficulties arise, backed by the International with assistance, with money, etc., then it has got to meet the basic conditions because this is what they subscribe to as members of the International However, there have been occasions and several occasions where the local membership has decided that they were not prepared to take a stand on the issue and they have worked without an approved agreement and not signed. It other words it is not a signed agreement. And in some cases we have even had in Canada here where people or local Unions have signed agreements without the authority of the International and then they've had to live with it. We haven't expelled them or lifted their charter.

THE COMMISSIONER: You wouldn't support them?

MR. HERITAGE: Well what we say is that we still send them representatives. I myself have gone in over the last ten years and helped them out with problems but it is a case that you've got to have some penalty to make them live up to the code of ethics that they subscribe to when they became a chartered affiliate.

THE COMMISSIONER: Well you simply say that we have a uniformity of contract and certainly in the central provisions over the whole area which we occupy.



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MR. HERITAGE: Which of course is subject to the civil laws of the province.

MR. HISTED: I might comment in that connection Mr. Commissioner. I might say that every contract that we sign gets to the ANPA or the CDNA that is the Canadian Daily Newspapers Association and contract if we sanction a / with any one of those newspapers the next negotiation we go into we are confronted and "that was approved there and we want it here."

MR. POLLOCK: But it is only advisory it is not binding?

MR. HISTED: No but we are very concerned about this that the weakest becomes the objective of the various newspapers and we have; in other words while it may be true or while it is true that when our Bureau of Contracts reviews contracts or proposals they have certain minimum standards adopted by the membership below which we will not get approval. Now if that is the case and a local committee in this case submitted in certain language to the Bureau of Contracts, and it was found faulty; it isn't the local Union that has done that. Now I am confident that if the local Union realized that if they signed a contract which couldn't meet ITU approval and the Bureau of Contracts then they wouldn't accept it because they would want the support of the International in the enforcement of that contract.

THE COMMISSIONER: Well they do in fact on occasion accept a contract that doesn't conform.

MR. HISTED: There have been occasions



when they have not.

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THE COMMISSIONER: Well it wouldn't necessarily be rejected.

They have not been MR. HISTED: expelled or anything like that but it is just simply if they get into trouble on their contract and it involves any expenditure or something like that, the International is not going to expend International money to fight to protect their contract which is not up to the minimum standards. Now, we state in our Brief on this particular case and I would like to get this on the record, and particularly in a fair press. That the first occasion when the employers claimed that there was a proposal which was rejected by the International President, that was corrected in negotiations, and could have been approved and sub-It was an action of the local Union grieving mitted. under a section of the old contract. Now that is No.2, the second time the employers claimed it was rejected it was simply on the position that the local union advised our International President that they knew nothing of computers and yet the employers claimed that they agreed that they would recommend it. They did no such thing. Now the third time/this came up I was present, and we had been in negotiations on July 6th/we started, and we ended up on July 7th at 6:30 in the morning. Both representatives felt we were very close to agreement and that is there could be approval. But we knew there was fault but after $17\frac{1}{2}$ hours of continuous negotiations as well as what



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had taken place before we weren't in too clear a position, and we stated that we would take this under advisement and this is positive because the claim has been made Mr. Commissioner that the ITU representatives stated they would recommend and we did no such thing. I was there. President McCormick said that he would recommend acceptance of this wording on the computer which was the only issue at that particular time with the qualifications providing it could be approved by the International President. I questioned him on that and I said to Mr. McCormick "Bob are you going to get back into the same thing again three times in a row, will you never learn that the employers will make use of this if there is any change whatever?" I said that I am satisfied that there are faulty provisions in this which we are not able to continue and correct at this time.

MR. POLLOCK: Doesn't that hold true for any collective agreement?

made to the general public, Mr. Pollock, is what we are concerned with because the ITU representative's President agreed to recommend. Mr. Del Perrigo of the Toronto Telegram said "Mr. Histed if there are corrections needed we will not use this again, we will consider them". Mr. Gold said the same thing and Mr. and Richards, the next day when we went back in with the necessary changes they said that this was a repudiation that the representatives had agreed to recommend this and this was an absolute misstatement and we never did



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agree. We said we would do the best we could and try to get it as close as we could. Now I might point out that actually on the Toronto newspaper situation on which I think you were going to question, and this leads up to it. First, the issue that caused the Toronto dispute was not computer. We felt that we were treading very close as a matter of fact on July 29th some considerable time after the dispute opened, agreement was reached on the computer section which eliminated the bad features of the computer language as presented or negotiated as of July 7th, and our major objections were security.

MR. POLLOCK: Security of what?

MR. HISTED: The clarification. other words there were terms in that language such as standard services and we didn't know what standard services meant. It said when a special purpose computer is used exclusively for composing of work this work would be done by members of the Union. Now just to point this out, a technicality of why the Bureau of Contracts found it was necessary for correction, standard services meant nothing. We didn't know what they meant and neither did the employers. But we went over wordings that we came out to agreement on after or by July 29th and one explanation was this; that when a special purpose computer is used exclusively for composing room work it will be the jurisdiction of the Union. Now I think anyone in the newspaper business realizes that if you use a computer exclusively for composing room work and it is done by our members,



clarified.

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what happens if you start using a mailing list on the computer and feeding that through. Is the jurisdiction still yours because it is no longer being exclusively used for composing room work.

> MR. POLLOCK: Did you claim it? MR. HISTED: We had to have that

MR. POLLOCK: Would you claim it? MR. HISTED: Why certainly we would because it was done by our members, the mailers.

MR. POLLOCK: Well this is another question that I wanted to ask earlier. If that is the they are case in the single purpose or whatever / called, the computers, on a multipurpose computer which required some reprogramming or something like that and the multipurpose computer would be used for other operations that were not originally performed by people in the composing room, are you not saying that you are expanding your jurisdiction?

MR. HERITAGE: No, this is not so Mr. Pollock. Of course you have to realize at this time that this was completely foreign to many people. We had in the previous three years seen it coming and we had sent several representatives to the different computer schools and a lot of us have gone through and been given explanations and we have sent representatives to become specialists in this field. This was completely foreign to the employers too. It's got to be appreciated that we could see this. They had been told by salesmen that this was a marvellous machine



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and/would do all these certain types of things, but time and in fact we proved we were not claiming at / this to the other Union that could have been involved and they even came up with a statement that they agreed that we were not claiming work that would normally come under the jurisdiction of the newspaper guild that took in all the office staff and circulation and so on. And if a data processing centre was set up we were prepared and it has been proven in recent years because I've negotiated contracts of data processing centers myself since then, where we could work out an agreement of percentage of people in the processing centre. In other words when it's going to modify the programs for the composing room or mailing room work which still comes under the jurisdiction of the ITU, mailing lists for the mailing room delivery, and this is what Mr. Histed was talking about, that when it does business office routine or payrolling or advertising then people from that could work as a team in the data department processing centre. This approach was proposed and it is feasible but unfortunately because it was foreign to everybody they couldn't see that. This is a vast machine that you put a program in and it is going to do everything without anybody touching it, and this was the unfortunate impression I think that the employers had. Since then it has proven out differently that you still need people to tell the machine what to do and it could have been divided into functions for different departments.



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MR. POLLOCK: So you would have to have a programmer from the Guild and a programmer from the ITU and a programmer from the pressmen and a programmer from anybody else, from the bookkeeping people, a programmer for every function of this machine.

MR. HERITAGE: Not necessarily because in this case the Guild covered all of the functions in the business office, the advertising department and non-mechanical departments so therefore there would only be one or two programmers for those people because basically it would/accounting programming and it would be the same type of programming. A punch card system would more likely be used for those departments. But in the mechanical end actually it would only be the composing room involved and the mailing room and certainly it could be eliminated if it was an ITU member doing both composing room and mailing room work, there would be no problem and no jurisdictional problem because there would still be a member employed performing that work. I would like to mention at this time that it is ironic to say at this time that I understand that the employers have now purchased a computer that are more or less special purpose computers to do composing room work rather than multipurpose computers, because it is more feasible I understand. It was a complete foreign concept and unknown, which I think you have seen in the press over the last five years, the threat of automation and everybody is in a cloud and they don't



MR. POLLOCK: But well you might get

know what it is going to do and how it is going to effect them. It is because they don't understand it and they haven't taken the time to look into it to study it. You just can't have a salesman walk into the office and maybe spend a couple of weeks with you and tell you this machine is going to do this and that and so on because they just don't do it. No machine has. It still needs people to operate it and tell them what to do.

MR. POLLOCK: At what stage, and you can correct me if my understanding is wrong, but the position was put by the employers that "we will guarantee to all members of the present employment force that none of you will be replaced by automation".

MR. HERITAGE: This was already in the contract long before this issue came up, it was something about a guaranteed attrition but attrition isn't the solution.

MR. POLLOCK: But it is the solution by to those people present/in the Union. It may not be the solution to those unborn thousands who may want to become printers in the future.

MR. HERITAGE: Mr. Pollock, I should say that we have never in the hundred years fought automation or manning clauses or say that you must have two men for that machine or anything like this. We have never taken that position with new equipment coming, I know you are going to think of another area but I won't get into it.



into it.

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MR. HERITAGE: We have never taken this position and I submit for your perusal that we have spent millions of dollars on helping the industry in training.

MR. POLLOCK: Well I think you probably realize the futility of it.

MR. HERITAGE: That is right. no sense and there are other ways of approaching this by longer vacations and shorter hours, etc. but in this area attrition wasn't the solution. We told the employer, these employees that are laid off we have severance pay clauses I believe a thirty-eight weeks relocation pay we had in our contracts where they could be relocated and under our Union this is where you get the definition "journeyman". For years when a man finished his time he journeyed to some other city to pick up a full steady job. So our position here was that attrition wasn't the answer. The principle that the employers had accepted for many years and in language spelled out that any process or pieces of equipment or whatever it was that replaced or paralleled our work, composing room work or mailing room work, our people would do it. Whether it only required one man, because this is our whole history when the linotype machine came in, when the photo composition came in. We retrained our people and set up schools and educated them not to fight it but to make it work because there's more money in the pot and we can negotiate more money at the bargaining table if



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we can help the employer make the money. This has been our whole theory. But if you start backtracking on that and say well in this case and the principle you agree to we are now going to back away from it. You can have someone else operate the computer even though it requires our men at the present stage with two hours a day but when you go into photo composition it might require four men for the full day and this was the point that when they expanded from the first stage to the second stage if our man wasn't in the data processing centre doing composing room work and if some other Union had people in there then even the Labour Relations Board would uphold the other Union, they wouldn't uphold us even if we turned around and said "ah/we only conceded this point," because there were only two hours of work a day in that processing centre at the time of the installation. They would say" well you conceded the point, how can you comeback now and say that you haven't had members of your Union in there even though/now a four day's work for four people." And this is how it developed.

MR. HISTED: I might just point this out that no man would be laid off as a result of automation. It is a very nice statement and nice policy but we must remember this at the time we were operating we had about a hundred members in the three different newspapers who were some of them working every day of the week but they had no regular time or no assurance that they would be coming in the next day but they had to show up every day. But as it so happened they would



be working five days a week. 1 2 MR. POLLOCK: Is there no restriction in the contracts about substitutés working? 3 4 MR. HISTED: No. There is a provision that until such time as the situation is clear or is 5 declared but in the Toronto situation it had to be 6 7 after so many days. Well the foreman just wouldn't hire. If he was trying to avoid putting on a situation 8 9 he just wouldn't hire a substitute. 10 MR. POLLOCK: by putting on a situation 11 what do you mean? 12 MR. HISTED: We might call it permanent 13 staff. 14 MR. POLLOCK: And you couldn't get rid of him. You've decreased your staff from 265 to 264. 15 16 MR. HISTED: Well it means without due 17 notice you can't reduce it. But you have to give some notice insofar as the regular employee is concerned 18 19 whereas for the substitute if he shows up on Monday 20 morning and you don't need him he just walks/and goes 21 home. 22 MR. POLLOCK: But you can't reduce your work force until you have completed all the work in the 23 shop which includes resetting the reproduction and all 24 the stock. Which takes about three years work 25 doesn't it, in some shops. 26

MR. POLLOCK: But it exists there.

done for maybe three years.

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MR. HISTED: Well it is never done.

MR. HISTED: Well it just hasn't been



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This phony overbogus which you call it is not correct, it was originally desired by newspaper publishers and themselves back in the days/when it originated in England about two hundred years ago where employers say you had four newspapers and two would join together and say all right now let us exchange work. You set this ad and I'll exchange that and we can cut costs and we will make Joe Doaks and Tom Smith pay the cost because they can't exchange. This was the cause of the drive for reproduction, not by our members. However, the basic reason for reproduction

MR. POLLOCK: Who in those circumstances would require the reproduction, certainly not those two people who are trying to cut the costs?

MR. HISTED: No. It was the ones who were having to pay the full cost and said in order to make this equal they said we want you and they insist you do the whole job.

MR. POLLOCK: They would want the Union to insist and they would use the Union.

MR. HISTED: Yes to see that there was fair competition. So that they couldn't force or join together and force each other out of business. However I might say this, we listen to newspaper slogans, not particularly trying to slur newspapers as I worked for one for $21\frac{1}{2}$ years and I have a great respect for certain newspapers on ethics and high standards and there are many where I don't have any. But generally speaking I would like to point out that the main reason for the reproduction is simply to avoid contract-



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MR. POLLOCK: Even to your own shops that are organized by your own Union?

MR. HISTED: Well there are certain things that could be said to that part of the arrangement, however the local union just as in Toronto the way the local unions, many of them do it they don't insist on reproduction as long as there is no layoff.

THE COMMISSIONER: What is reproduction?

MR. HISTED: It is resetting of ads of local advertising or advertisements that may have been supplied by another newspaper in that city. In other words national ads are exempt and even the local union has the authority to declare what is national and what is local.

MR. POLLOCK: People's Credit Jewellers are not national?

MR. HISTED: Well as I said the local union could determine whether that was or was not, and that was the issue that the local union took, that an ad which had always been reproduced the /they met the employer notified them that that was no longer going to be reset and the local Union took that under struck work. As a matter of fact, Mr. Pollock, at the suggestion of Bernie Tholl and I told them that they took it under the wrong section and when Mr. Gold said yes I said Mr. Tholl you are the man who suggested that they take it under and you suckered them." This is a machiavellian situation and this plan in the City of Toronto was planned for months or six months and



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more before it happened. The employers started training schools and sent key staff to other places throughout the United States for specialized training and they lined up professional strikebreakers and then when the local Union attempted to avoid any dispute, because we knew what would happen and I could tell you of the Union and of the membership; it was that if there was a shut down in Toronto one of the papers was going to go down. I won't mention it but one of them was in difficulties because of going into a new plant and having late starts and the presses were having difficulty and they were losing lineage in advertising because the circulation had dropped and so on.

MR. POLLOCK: It was the Telegram.

MR. HISTED:

Well you said it, yes but

the fear was that one of them would go out of business and we didn't want that. The last thing that the Toronto Typographical Union and the International wanted, we don't want to eliminate competition. But I say that we never had any desire to strike. But what caused the dispute was seven days while we are still eight sections 0.0 in negotiations, and appearances that were in dispute at the time we went in there had been resolved to where we recommend and it could be approved, the local committee would recommend, the only remaining issue was that of the computer section. The employers, seven days prior to July 9th in other words at 4:40 on July 2nd, stated that they were going to post their version of the tentative agreement and supply it to the members and the foreman would hand it



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to the employee and they would work under those conditions regardless of whether an agreement had been reached or not. On July 4th I believe it was a Sunday, a special meeting of the Union, the members voted to 5 500 to request the International approximately / President and Executive Council for permission to take a strike vote which is step No.1 in our union, and/or authority to declare a lockout in the event the employers arbitrarily changed the existing conditions. That was July 4th I believe. We proceeded to negotiate on July 6th and 7th and we got close on the computer and we proposed because we were concerned that we must reach full agreement, we proposed to the employers that because we might still have trouble with computers and after this seven days ' notice had come in, we advised the employers that if they would agree to a complete proposal containing all of those things that had been tentatively agreed to and which excluded only the computer and they would place in the contract that they would continue negotiations on the computer section that we would recommend a proposal to the Union to sign a contract and have continuing negotiations on the computer issue only. That is no matter how long or how short it took, provided that they would agree that they would not grant by contract any of the disputed work on computers, that they wouldn't grant any of that work by contract to the members of any other union. And/it was to somebody who isn't a member of the union then we would have no great objection. We went that far and the employers refused.



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MR. POLLOCK: I don't follow you. You mean if they gave the work to non-Union people you wouldn't complain?

MR. HISTED: Well we mightn't like it but we wouldn't have lost our jurisdiction. We were prepared to take that gamble and I might even read you the wording if you are interested.

MR. POLLOCK: I wouldn't understand it in any event.

MR. HISTED: Well it gives the principle /if I could just give you the sense. On the evening of July 2nd, 1964, the negotiation committee advised the employers that if they imposed arbitrary conditions of employment they would recommend to the Union that a lockout situation will exist. That same night the committee offered in an effort to avoid a crisis that they would agree to recommend a complete contract proposal including all sections tentatively agreed upon by the committee providing the employers agreed to include in the agreement that they would not assign any computer operation while performing composing room work to any other person, trade, craft or class covering composing room programming operation of the computer, all input and output devices to a computer performing operation which is/composing room work and the maintenance of computer room work performing composing room work in the matter of data processing centre/relating to composing room work to be negotiated by a continuing committee of the employers and the Union. The employers rejected this proposal by the Union committee and they



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all stated they were going to proceed with their plans
to invoke the change in working rules and President
McCormack on behalf of the committee stated "if they
arbitrarily changed the conditions they must accept
full responsibility for their actions".

MR. POLLOCK: Which they did I would

MR. HISTED: Yes but I want to make this point clear, that the Union internationally and locally went so far as to offer to take a contract excluding computer if we had that part mentioned in it, and they refused. This is how far we went.

MR. POLLOCK: What would happen to that contract if you couldn't have arrived at a satisfactory agreement?

MR. HISTED: We appeared to be getting

MR. POLLOCK: But if you couldn't resolve that. You've been discussing this thing for months.

MR. HISTED: I would say starting about

May.

close.

MR. POLLOCK: All right, it is not inconceivable that you might not agree on the language, so that if you didn't agree what would happen?

MR. HISTED: That is something I don't know. We didn't want a strike.

MR. POLLOCK: You couldn't strike.

MR. HISTED: No that is true.

MR. HERITAGE: If I may answer that Mr.



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Pollock to follow your thinking. The local committee had made this proposal that they were prepared to recommend to the membership to accept all these items that we had agreed to. Now they would have gone to the membership and recommended acceptance and the company could then have put the operations that had been agreed to into effect and there would have been a signed agreement.

MR. POLLOCK: Are you saying would or would not?

(5 minute Recess).

MR. POLLOCK: If we could turn now to an examination of the next point of compulsory arbitration and in view of your experience in the Toronto typographical strike which I hesitate to say is lost but at least it doesn't appear to be affecting the Toronto newspapers to that great extent. Do you not think the compulsory arbitration which would effect the employers in that circumstance would be a happier situation than a lost strike?

that
think/if you lose a situation, why to try and save that
and
one/we have every consideration for the Toronto Union
but whether to accept that situation or compulsory
arbitration because of that one situation, and then
agree to that principle, we find this is the case Mr.
Pollock. We agree to one case then we've got no grounds
on which to refuse it on another. I might say this and
I want to get this point in, that we had a principle,
where we had an agreement with the American Newspaper



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Publishers Association that any question that was not arrived at in negotiations wherever a local Union had agreed to this principle and the employer had also, that any problems left on conclusion of negotiations would be submitted to arbitration of a board set up by the ANPA of the American Newspapers Publishers Association and of the International Typographical Union. We went through that position for perhaps fifteen or twenty years and during that period we made the poorest gains in all of the history of the typographical union with the exception of the part of the depression. We do not agree that compulsory arbitration is the solution, and if the local Union wanted on its own to submit a matter to compulsory arbitration why that would have of course been our position and they would have had to take the responsibility for it. But we as an international are opposed to it, our members are opposed to it and we just simply cannot agree to it. Now the claim that you make is that the situation is lost I can point out that in the City of Vancouver where we had a strike with the Southam Company for twenty-two months the paper was published every day. They had brought strikebreakers in from all across Canada. They were shut down for forty-nine days because of the fact that other unions supported us and then on orders of the International they were compelled to return subject to suspension from the Union or being replaced by other members of our Unions from get back into operation They did other cities. using strikebreakers. Even after twenty-two months of



came up and I don't want to be inaccurate but I think

strike, the employers did sit down and negotiate the contract which replaced all of our members on the top of the priority board and the Union had full control over as to whether they would or would not accept certain of those that had gone in as replacements. To say that a strike is ever lost, we just don't know.

THE COMMISSIONER: But you did lose in Winnipeg.

MR. HISTED: We have lost, and I might say however that our members generally speaking would rather lose a strike than weaken our position where we just would be hopeless or go into compulsory arbitration in the future. I might point out that before a strike or lockout goes into effect the representatives advise them of these possibilities and if they desire to go ahead in that situation and we can see no other way to resolve a matter then they have to take the responsibility that this is what has happened.

THE COMMISSIONER: And the unfortunate man who takes that responsibility and sees the strike die and hears its last gasp and is compelled to go to work, how do you treat him?

MR. HISTED: Well I think Mr. McCormack pointed out to you that in the City of Toronto we have placed at the present time about a 150 of our members in there. Many others have gone to other cities and I meet them in cities when I go around on associations. They decide to leave rather than return to the paper.

THE COMMISSIONER: We had one person who



he stated he had been forty years as a Union man and the only thing he got in return was a barrage of language including others, Jack London, that was appropriate seventy-five years ago possibly. It was totally inappropriate today.

MR. HERITAGE: Well Your Honour with all due respect it is still appropriate in the trade union movement, a person who accepts an obligation as we do in any organization when we join it, we make sure that they read the constitution and accept the obligation.

THE COMMISSIONER: I know that but the simple fact is that this particular man left because the strike had been lost.

MR. HERITAGE: Well this is not true Your Honour with all due respect.

THE COMMISSIONER: Well I'm not going to accept that unless you show it.

MR. HERITAGE: The evidence shows to the contrary. Unfortunately I gave the Press my copy of the Brief to look at and I have the evidence to the contrary. To go back in sequence and I'm very concerned when accusations are made against any of our local Unions and I make it a point to investigate the full story even though the local has authority to decide on these matters, it reflects on all of us right across Canada and I cover all our locals across Canada and this question had been raised - why was there this situation. Investigating all the facts of the situation, the person in question had not appeared for strike duty for over a week, and under the law any man



appear?

who does not appear is removed and loses his strike pay for that period.

THE COMMISSIONER: Well how long did he

MR. HERITAGE: He had appeared.

THE COMMISSIONER: But for how long? He had worked for over a year.

MR. HERITAGE: But I'm trying to point out that we have never had and this is the only man that done this, or had been in this position. I want to give you the sequence of events because I know this has bothered you having any man having his rights in way affected. But this man appeared when he didn't receive his cheque he appeared in strike headquarters and he went in to the local director and said"I have not received my strike cheque, why haven't I." And the local director said well you didn't appear to do strike duties and every one is obligated to do this and the law states that if you don't and which is subject to appeal if they are cut off strike, they can appeal to the local union and appeal to the International with the reasons why they didn't appear.

MR. POLLOCK: What were the strike duties he refused to do?

MR. HERITAGE: He didn't even say that he refused to do it. All he didn't do was appear.

You have to sign in each day. Each day you have to sign in that you appeared on the line and he would work four hours a day, and if for reason of age or reason of health he could be put in the office on the



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telephone and we did this / many people. He could be put in the office on mailing out literature and this was done with many of the old timers because of their age that they couldn't walk on the picket line for four hours. This was acceptable, and he didn't do What he came in and did, to clear the record on it he came into strike headquarters and he stated that unless he got his strike cheque, he didn't care whether he reported or not that unless he got a strike cheque he was going to go back to the Toronto Telegram or back to the newspaper. The strike director/well you have the right of appeal but I have no authority to give it to you. You cannot get it because you did not sign the roster and he said well then I am going to go back to the newspapers tomorrow and they said well go ahead, there's the telephone. If this is your decision and if you want to appeal, phone. He phoned the Telegram where he used to work and they wouldn't accept him back. I'm not going to go into the history of why they wouldn't accept him back but they wouldn't accept him back. He phoned the Star and the Star was short in that classification so they accepted him. Since then however he appeared before the Commission of course but since then he said before this Commission that he was faced with garnishees and so on. This had nothing to do with the Union. This was the Credit Union. He was faced with these court procedures because he owed a Credit Union which is outside our organization. He owed them several thousands of These were the people who took him to court. dollars.



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Now the proof of the pudding is this, that the same individual after he condemned the International, etc., and made several statements against them he sent a letter after he appeared before the Rand Commission, he has sent the letter which I have in my file which the reporter borrowed, he sent the letter to the International condemning the local union agreeing the International had nothing to do with it and could he come back into the ITU because he didn't find the conditions in the newspaper suitable to him.

MR. POLLOCK: Would you send a copy of that letter to us?

MR. HISTED: I have this letter here and I would just like to point out here that the reason he gives here, in other words before the Board he condemned the International President, claiming / President Brown because he didn't support him at an election and forced these members to go out on strike, which I find it pretty hard at times to buy myself. In this letter he states that the reason that he went back in and I would just like to read it because there are reporters present, this is 62 Lyle Avenue, Toronto 13, Ontario, Canada. He didn't date the letter but it is stamped received at headquarters February 23, 1967, and addressed to "Mr. Elmer Brown, President of the International Typographical Union, Colorado Springs, Colorado, U.S.A. Dear Mr. President. The enclosed speaks for itself. Up until the summer of 1956 I was a loyal and sincere member of the Toronto Typographical Union.

You may recall that I



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1	wrote complaining of an injustice, forty years' member-
2	ship does not rub off lightly. The ITU should take the
3	same action here as was taken in 1921 and 123. An
4	auditor, a reassessment official assigned to salaried
5	incumbents removed and elevated to the picket line"
6	Now he's referring back to a commercial strike in 1921
7	and that they have brought in an auditor and removed
8	two local officers and put in the auditor from the
9	International. "Through their stupidity and incom-
10	petence the image of the ITU is nil" and he is referring
11	to the local officers here. "Slovenly pickets lounging
12	against buildings and carrying crude handmade placards
13	bearing no union label, some mornings one or two, and
14	on Friday, cheque day, dozens. Never a member of the
15	executive or official president, too busy playing poker
16	in the Adelaide Street garage or drinking in the Lord
17	Simcoe Hotel. They're returning to work as rats rest
18	upon local union officers. In my case through depriva-
19	tion of seven days strike benefit protest against per-
20	forming this, a most distasteful assignment against the
21	newspaper I formally worked for, I was willing to per-
22	form the same against the two other papers. I ask that
23	I be restored to full membership and that my union card
24	108448 be returned to me. Sincerely, Walter H. Moore."
25	MR. POLLOCK: Can I keep this as an
26	exhibit?

MR. HISTED: Yes, most certainly, we brought it for that purpose.

MR. HERITAGE: Getting back to this, I understand the emotions having been involved, but the



	Terente, Ontario
1	fact of this, there are other letters sent to the
2	officers of the different unions, very emotional letters
3	and making accusations and telling one officer he is
4	going to die of cancer and things like this.
5	MR. POLLOCK: Telling one officer who
6	was going to die of cancer?
7	MR. HERITAGE: An officer of the Toronto
8	Typographical Union.
9	MR. POLLOCK: But telling him that Moore
10	was going to die of cancer.
11	MR. HERITAGE: No the officer of the
12	union. They were very irrational statements and I think
13	from the history of the man, looking into the history of
14	the man in the Toronto Telegram, that this man was not
15	taken back because of his performance. He was actually
16	protected in the Toronto Telegram by the Union for
17	many years because of his age. He was protected there
18	but they wouldn't take him back.
19	THE COMMISSIONER: What is the age beyond
20	which he can continue?
21	MR. HERITAGE: Under our contracts there
22	is no compulsory retirement, a man is protected until
23	he desires to retire. We feel that the man decides to
24	retire not the company.
25	THE COMMISSIONER: But he wasn't
26	sixty-five?
27	MR. HERITAGE: No, but for his habits

THE COMMISSIONER: What were his habits? He said he had been in that work for forty years.

and what he was doing.

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MR. HERITAGE: Well I didn't want to get into casting a reflection on the man's reputation.

THE COMMISSIONER: Well I understood from him that during the whole of the winter, the first winter, and the strike was in July and he worked until year the following/or a year following September, and he was out as far as I can recall it his time was between twelve midnight sometimes and six in the morning, and he kept that up all winter. As far as loyalty to the Union is concerned he seems to present a very powerful case. Forty years of loyalty as he stated and it is not challenged. Then when the strike is lost as it has been, and he is sorry, he is treated with such ruthlessness.

MR. HERITAGE: With all due respect sir the facts do not bear this out. The man in his own letter states that the only reason why he went back is not because the strike was lost but he went back because he was not paid the seven days strike benefits. He says it in his own letter. And this is the evidence that I received on inquiry. Now not going into the man's reputation, but why didn't the Toronto Telegram where he went back he says before the Commission, he went back because of pension and other benefits, why didn't they take him back. Now without going into his reputation

THE COMMISSIONER: I know that but he's simply a wounded member.

MR. HERITAGE: But we have men of fifty and sixty years who are still on the picket line. We



today?

have members who have gone in or I should say have gone in, we have members gone in and came back out.

THE COMMISSIONER: What are they doing

MR. HERITAGE: These men are still receiving \$90.00 a week strike pay.

THE COMMISSIONER: Yes and they are complaining about the unfairness or the brutality of the treatment they have received, not from you but from the employment.

MR. HERITAGE: Yes but some of these old timers I've seen some of them working in Brampton, in Galt, and people who wanted to find jobs and wanted to relocate, we have put them in places. Sure they a are not on/large salary and all these benefits but even now if they went back in they would lose all these pension benefits they had before and none of them have got them. This certain individual never got them. He went to another newspaper and he started out fresh.

MR. POLLOCK: He has the insurance benefits that he had under his policy of insurance which to a man who is sixty some years old and probably not in that good health he couldn't get anything else.

MR. HERITAGE: I can't say this for sure but if I recall there were some restrictions in those policies about age when you became a new employee and if you were a certain age.

MR. POLLOCK: But he wasn't a new

employee.



MR. HERITAGE: But he was at the Toronto Star. He went into the Toronto Star as a new employee. He didn't go to the Telegram, they wouldn't take him back and this is the point.

MR. POLLOCK: But he said his insurance benefits were continuing. Now I don't have any evidence to the contrary.

MR. HERITAGE: But if he is hired by a different employer they're not going to continue something that he continued at another newspaper.

THE COMMISSIONER: But all I/continue to advise you to read what Portia says about mercy.

MR. POLLOCK: The only other point I make here is that he said that he decided he didn't want to do a particular assignment which was to go around and tell people not to buy the Telegram which was an old paper. He was prepared to go around and tell the people not to buy the Globe and Mail and not to buy the Star which I suppose as a good Telegram man he was prepared to do even if there was a strike. That was his position and that is the one that he set out in his letter to President Brown, the reason that he refused to do that type of work.

MR. HERITAGE: Well like I say, and of course it is conflicting evidence, Mr. Pollock, but this wasn't the reason that he gave when he came into strike headquarters and this wasn't the reason and I think it is borne / in his letter. He went back because he didn't get the strike pay, and he knows what the law is. You must have some control. You can't have some people



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staying at home and receiving \$99.00 a week and some people out there in weather or in the office on phones and longer hours than someone else, you've got to have some form of control. And when he violated his obligation on this or the rules, he could have still appealed but he didn't see fit to do that. He saw fit, well take the approach that if I threaten they don't want any more people to go back so I'll get the strike pay. Maybe he made a mistake.

MR. POLLOCK: During this appeal would he have been given strike pay?

MR. HERITAGE: Would he have got it retroactive back?

MR. POLLOCK: But what do you do in the meantime?

MR. HISTED: He had not received the cheques because he had not reported.

MR. HERITAGE: But during the appeal he would have continued, he only lost the one week. The day he came back he could have started reporting again and he would have started getting strike benefits again and all he would have had to get back was the seven days. That is all that would have been under appeal. So we can't understand-I think the man got very irrational and from the past history when he was an employee without going into the facts, there was evidence of this and this is why he wasn't hired back at that newspaper.

MR. HISTED: Mr. Pollock, Mr. Moore was treated the same as anyone else who did not report



for duty. We have to do that for the simple reason that if a man is able to get a week's work in another plant and he doesn't report he gets no benefits naturally.

THE COMMISSIONER: And yet ascitizens you complain and not you personally, but you go into all the depths of sentimentality when a man is convicted for murder. And yet one of your own employees who has been associated with you for forty years, he is treated as an outlaw.

MR. HISTED: Could I make this point clear. Here is a simple point that you have several hundred members who are required to report each day if they expect to receive benefits.

spent a lot of time on this but let me say this.

From your point of view and the rules and the law which you emphasize today but which the generality of the public isn't always so directed, you come in here to say that the laws regarding the freedom of Union action should be pressed forward. You should have this right and that right and the other right to do this. This unfortunate man isn't given any privilege of that sort at all. He had stepped across the line and his head must go. All I say is that if all organizations were treated that way by the general law you wouldn't get the things that you ask for.

MR. HERITAGE: With all due respect

Your Honour.



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agencies.

THE COMMISSIONER: And you are among

THE COMMISSIONER: I don't want any respect. You may respect the considerations if there are any.

MR. HERITAGE: Well since we are very informal here, sir, the whole point is that all organizations have laws with penalties for breaking the laws and some of them just as drastic as ours if not more drastic, including professions, the medical, the bar, etc. If they break the law they can be ousted.

THE COMMISSIONER: I am somewhat familiar with that sort of thing.

MR. HERITAGE: But is it not so that we are not the only organization; there / penalties for breaking the laws.

THE COMMISSIONER: Well your laws are perfect, I agree with you. Now there is the law and there is the punishment. So I think we can let that end now.

MR. HISTED: There is just one more point. A member of a union who breaks a strike is considered the ultimate practically, it's the worst thing he can do in the eyes of the members of the Union.

THE COMMISSIONER: That is what I suggesthe is much worse than if he broke a serious law of the public.

MR. HISTED: Well that is up to the law

those who would really stretch a point to say that this



is excusable.

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MR. HISTED: It depends on what it is or was Mr. Commissioner. I would like to make this point that a man of his age and experience, who knows the responsibilities or the results of his action, first in not reporting when he knew he wouldn't get benefits and then coming in and asking for them knowing that he won't get them and threatening to go in and it's what we call in our Union, a member of the Union who goes in after the Union has voted to take the action and he continues and the same treatment has been accorded somewhere else, I don't know how you can make a special exception in his. Then coming before the Commission and complaining that his International was all wrong that is President Brown, and then writing to President Brown telling him it's the local Union that is all wrong, I don't know what credence. One other point I would like to make very clear is this that Mr. Moore when he came before this Commission at first, admitted that he did not report that he had received Unemployment Insurance.

all this before and really gentlemen, we can't have this mere repetition. I think we understand this case, he violated the Union law undoubtedly. Well his head falls. It's as simple as that.

MR. HERITAGE: Before we adjourn Your Lordship this is a very important point and the Press are going to unfortunately quote it out of context that this is not only our Union that does this.



all that.

THE COMMISSIONER: I'm not suggesting that at all, I think they're all alike.

MR. HERITAGE: We have another man with who was fifty years in the newspapers/recently faced with the problem of losing his home and real estate taxes.

The Union members divvied in and paid for that. We take it under consideration but is a case of a code that when you vote for something you go out and the only way you go back in is when the majority votes to go back in.

THE COMMISSIONER: Well I understand

MR. HERITAGE: I don't want the Press to quote this because unfortunately the Press controls the minds of the people.

MR. POLLOCK: But they don't control our minds.

This hearing is adjourned 'til 2:30 P.M.

----Luncheon adjournment.



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---On resuming at 2:30 P.M.

MR. POLLOCK: Turning now to the issue of strikebreakers, which we have been touching on, it is your suggestion in here that the professional strikebreakers which I take it is probably a group peculiar to the printing trade or peculiar to a high skill closed union situation where the particular trade is not available or easily learned outside the Union auspices.

MR. HERITAGE: In our case we are specifically mentioning that in skills like our trade it could be construction or it could be any other type of craft and professional strikebreakers could be used whereas in industrial unions this doesn't happen as often.

MR. POLLOCK: We are talking in these circumstances of people who by profession make themselves available to work in strike situations only and they are people who are unemployed or from another community who just want to get a job, they're not like that.

MR. HERITAGE: That is correct as to professional strikebreakers.

MR. POLLOCK: You said in your brief in terms of employment in Toronto to the strikebreakers. First of all, how many were employed by the newspaper?

MR. HERITAGE: We have definite proof of approximately - that is definite proof of fifteen but there were others who came in via non-



union shops in Canada and the only way we got the definite proof was the fact of photographs and a record that we keep of all activities of professional strikebreakers throughout the United States.

MR. POLLOCK: How many would be at each newspaper? Would it be about five per newspaper?

MR. HERITAGE: It would be divided up because they are actually used in the capacity of trading strikebreakers from other parts of the country, newspaper printers from other parts of the country in the operation of a large newspaper.

MR. POLLOCK: You suggest there that over a thousand dollars a week, which is \$52,000 a year. How does the newspapers run an enterprise when they have to pay people \$52,000 a year?

MR. HERITAGE: They were paid for a lock-in, that is where they come in and they live in.

In other words they have their beds inside.

THE COMMISSIONER: This is right in the plant?

MR. HERITAGE: Right in the plant, yes, had in all the plants they had beds put in and they/food and everything brought in and this was even prior to the people walking out. They have these bedrolls and everything in the plant and these people were brought in and they stayed in there during the time of the strike until they left and they only left after we were able finally to put a lot of pressure on them, months later and which is in Hansard, which I would like to quote from. We put pressure on to get some of them



removed.

MR. POLLOCK: How long were they there? Were they there a year?

MR. HERITAGE: Oh no, if I could check my records here, please.

MR. HISTED: While he is checking his records - on the basis of a thousand and some odd dollars per week, that was for a lock-in they are paid twenty-four hours per day. They were guaranteed, you see we have informers inside the strikebreaker organization. When a strikebreaking crew is going to leave for any place we know where they are going and when they are coming and so on and who is coming on a general basis.

MR. POLLOCK: Well now just a minute.

Are they organized into a permanent group that has headquarters somewhere and they put the call out and say" send a dozen strikebreakers?"

MR. HISTED: This is correct.

MR. HERITAGE: This is a service provided as one of the services by the American Newspaper Publishers Association which the newspapers here in Canada are members of. Now, if you want the quote this is it, and very responsible, and you can tell me if it is or not, a very responsible law review, the University of Pennsylvania Law Review and in that edition Volume 115, No. 2, that was put out in December 1966, there is a noted, well-known strikebreaker and recruiter William D. Perry, he made all these statements and is quoted by the Law Review



with it.

For Hire"?

on Anti-Strikebreaking Legislation, the effect and validity of State imposed criminal sanctions, and he quotes that this is one of the regular services of the American Newspaper Publishers Association who, as he puts it, makes this service available to let newspapers know where there are people who are prepared to work in strike situations.

THE COMMISSIONER: Are you - have you a list of the thirteen States that have that legis-lation?

MR. HERITAGE: I have provided you

MR. POLLOCK: Is that the book "Rats

MR. HERITAGE: Yes and we will submit a list of all the States and the municipalities. You see unfortunately in Canada I understand in investigating the possibility of invoking anti-strikebreaking legislation here that it can only be done on a provincial basis, and can't be done on a municipal basis because of the law.

THE COMMISSIONER: Municipal no, but an it can be done by the provinces on/interprovincial basis.

MR. HERITAGE: Yes, but that is also allowed on a municipal basis as well in the United States.

MR. POLLOCK: This type of legislation, which I take it the Burns Act from Hawaii deals with the peculiar narrow strikebreaking situation where it says



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that"it is unlawful to employ in place of an employee involved in labour disputes any person who customarily and repeatedly offers himself for employment in a place of employees involved in a labour dispute" so that is a narrow particular case. It is not the fellow who comes out looking for a job.

THE COMMISSIONER: Is that characteristic of the thirteen States?

MR. HISTED: It will vary, sir.

THE COMMISSIONER: Is there any legislation that applies purely to the ordinary strikebreaker? The man who is out of a job and wants to work.

MR. HERITAGE: To my knowledge I

There are
couldn't really say, sir. / different bills in
different States and some are stronger bills than
other States and the application is different.

MR. HISTED: Municipal bills are more stringent in that respect because they take the position that these people are strikebreakers and coming in and taking the place of the regular citizens and as soon as they get all they want to make then they leave and go on. But in the general statements issued they are generally hinted at the professional strikebreakers because as soon as we can prove that this man has a record and we have records of many of these people where they have gone from this place to another, and actually I might say that in some cases they dump a whole crew of these professional strikebreakers right in while



we're at work.

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MR. HERITAGE: On one of the strikebreakers we have a record - of these professionals in Toronto; some of them have broken strikes in fifteen different places in the United States, all over Florida and any place they've got a strike. I've got the personal records of each man and it is engraced in such a great fold that we set up a department in our headquarters where any time these men showed up or there was threat of moving from one part of the country we notified the Union in that area not to strike until we found out what the situation was because these people were moving to that area. So we have a record of every one of them and/the Toronto situation on looking at the record of Mr. Dick Mahoney who was in Toronto; the terms of employment it says our contact man and this is the strikebreakers and this is the information that our contact man who moves with the strikebreakers revealed. Our contact man has seen an expense cheque made out to Elton The cheque is for \$1200.00 and covers air Cherry. fare and expenses. The terms of employment in Toronto call for a lock-in. That is once they get into the building they don't get out. Salary, which includes \$15.00 a day expenses,/supposed to be \$1,035.00 a week. This would be on the basis of over \$5.00 an hour figuring on a twenty-four hour day. The rats have been advised to bring a set of clean underwear. other words they're going to be living in. They are leaving here by American Airlines to Chicago and from



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there to Toronto. I don't know by what means they will get out of Chicago to Toronto. Because we were watching the airports and everything because we had to try and prove to the government that professional strikebreakers were coming in from the States. I would like to point out to the Commission here that it was very difficult to try and get the public and the government and the responsible officials in Canada to realize that this actually was happening. Stanley Knowles is quoted in Hansard on July 21st.

MR. POLLOCK: That was 1964?

MR. HERITAGE: Yes 1964, because these publishers are supposed to be responsible people. They control the news media and Stanley Knowles asked the question on page 5740 of Hansard. "Mr. Speaker, may I direct a question to the Prime Minister, although it may involve the Minister of Labour or the Minister of Citizenship and Immigration. My question relates to the dispute between the International Typographical Union and three Toronto daily newspapers, but may I make it clear that I recognize that this comes under provincial jurisdiction. However, my question relates to a purely federal angle. Is the government aware that although a number of professional strikebreakers had been denied entry from the United States to Canada to work in one or more of these plants, some have got in and are exacerbate the situation. Will the government investigate the matter to find out how this was possible?" And the Prime Minister answered "Mr. Speaker, I will be very glad to look into the matter."



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Then the next day the Prime Minister got in touch with us, the three publishers of the Toronto newspapers and on page 5817 of Hansard he replied, and this is the Right Honourable L.B. Pearson, Prime Minister; "Mr. Speaker, yesterday the Honourable Member for Winnipeg North-Centre asked a question regarding the use of professional strikebreakers from the United States in connection with a strike of the Inter-National Typographical Union now taking place in Toronto. I am informed by the publishers of the newspapers in question that they have not employed any professional strikebreakers in connection with this strike." Then Mr. Stanley Knowles stated a supplementary question, "Mr. Speaker, is the Prime Minister takingsteps to inquire for government sources whether any such strikebreakers got into the contract. the union also I might tell him that I am asking / to make such a check." We have proof and they wouldn't believe us. Finally after all this time the Minister of Immigration when he got / the gun finally came out and admitted that just recently on February 21st, 1967, on page 13292 of Hansard and this is the former Minister of Immigration Mr. Trembley. He is under the gun in the House on criticisms himself and he states "Mr. Speaker, I am not so sure that the Toronto newspapers took that stand at the time on ethnic groups. I am rather inclined to believe that they wanted to destroy the then Minister of Immigration because at the same time those three Toronto Newspapers were trying to keep in Canada; the NDP Member is well aware for the



Toronto newspapers tried to keep American strike-breakers they had brought over because of the printers' strike". And it took right up until November and the evidence is that the strikebreakers didn't start leaving and the government didn't act until October or November. Then they still got around it by bringing them in for other non-union shops as landed immigrants and then they would drive up and get into the Toronto newspapers. So you see the situation was that no one would believe the situation in Toronto. There was no legislation prohibiting strikebreakers moving from province to province in Canada like they do have in the States.

THE COMMISSIONER: Well are they prohibiting them from entering Canada?

MR. HERITAGE: If they come in as landed immigrants. There are various ways of bringing them in and this is being done.

MR. HISTED: They were being considered as undesirable citizens if they were coming in to take jobs. The Immigration Department, our understanding is that they would consider an American Canadian coming in to displace a / who is on strike would be contrary to regulations. As a matter of fact I might say and this is ancient history, back in 1928 there used to be what was then known as a professional strikebreaking crew of the FLAGG Gang, the Flagg Gang. They used to tour around. As a matter of fact when I just started in the Hamilton



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Spectator as an apprentice they had the Flagg Gang staying in the Terminal Hotel while were were in negotiations attempting to reach an agreement. At that time we were successful in having the Immigration Department have them all deported before there was any trouble and as it ended up we did reach an agreement with the newspaper when they were dispersed. They were being used as intimidation to have us accept whatever terms the publisher could get us with that gang there. But then they died after that in - after 1928, the Flagg gang, and it has come along more recently I would say in the last ten or fifteen years that these professional strikebreaking crews have been held on standby even to the point, and I might mention here in this regard, back about 1948 I was appointed a special representative on special assignment to make a survey of strike situations in the United States prior to our International Convention, and I went into the situations of all types of disputes and some are what we call cold war and some were lock-outs and some were strikes, and made reports to the Executive Council and also to the Convention and at the Convention acted asChairman of the Committee on Defence. I went into Fort Smith, Arkansas, and I'll just illustrate too as a simple manner and also in Ohio and I forget the name of the place there where we did what we call a cold war where because the employer could not discharge members because they were members of a Union, they felt that if they put a whole crew of professional



automatically walk out. Our International President at that time persuaded our members to stay on because they couldn't fire our members and then the employer would have to pay for two staffs. We tried that out and of course in both places why the employer kept the group long enough to where our members could no longer - year after year would go by in these situations and they would get no increase because they couldn't bargain and our members would just leave, some of them anyway, to the point where the bargaining strike was less. We tried everything on these professional strikebreakers and we called it a cold war and it didn't work.

MR. POLLOCK: The newspaper I take it were paying these men considerably more than your men?

MR. HISTED: Considerably yes, plus expenses and all the rest. Oh yes it's a big money making arrangement.

THE COMMISSIONER: They were temporary employees.

MR. HISTED: Yes, but as it so happened in those situations they were able to keep them there long enough to where our members just wouldn't work under that tension. They couldn't stand it, some of them, and the others stayed on, and then as the situation got lesser and lesser they replaced these professionals with cheaper help which is always the case. They never keep these



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professionals on for any great length of time. I think in Toronto they guaranteed them six weeks.

MR. HERITAGE: No, they did make a guarantee to the professionals but they also made a guarantee to these people who came from all over Canada that this was, they had meetings and threw a party here in Ottawa at the hotel and had free liquor and so on. All across Canada they threw parties where they guaranteed them six months severance pay if the strike was settled. In other words these people came in knowing there was a chance that it might be settled and of course the newspapers didn't know whether the other unions would support the situation or not. They had guaranteed them at least six months severance pay. So these people from all over and I have a partial list, I haven't got a copy but I'll submit this list to show where they came from. They came from all over Canada, Newfoundland, Vancouver and everywhere.

THE COMMISSIONER: In the first place these people are not professionals?

MR. HERITAGE: Well we don't class a man a professional until he breaks more than one strike. We feel then if he has done it more than once then he must be a professional.

THE COMMISSIONER: But these men are not in that business.

MR. HERITAGE: No, but they were enticed by the big money even though there was no guarantee that they would be living in Toronto.



THE COMMISSIONER: You would consider them in that class if they broke one or two strikes?

MR. HERITAGE: That is right. Some of them were involved in strikes in Winnipeg and

THE COMMISSIONER: But they weren't all skilled in this particular work were they?

MR. HERITAGE: Oh yes.

Vancouver so they would be classed as professionals.

MR. POLLOCK: This list includes a considerable number of women. Were there lady printers?

MR. HERITAGE: Oh yes, we have women who set type and there is no discrimination. They get the same pay in our Union and have been for years. Linotype operators and perforators, in this case they mostly brought women in for what we call perforation which is a typewriter keyboard and they seem to think a woman is better qualified.

THE COMMISSIONER: I suppose they have more control of their fingers.

MR. HERITAGE: They are able to take the monotony better.

MR. HISTED: They break down in a few years with nervous breakdowns.

MR. HERITAGE: Or they get married and have children.

THE COMMISSIONER: Well nature is bound to get back at you.

MR. HISTED: Well we've had women who have been linotype operators for years. I might



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mention that the staff at Lindsay Post in
Lindsay is half women and half men. I presume that
we must have around 10,000 lady members of the
International.

MR. POLLOCK: There are about four hundred names on this list you have submitted. Are any of those people still working there now?

MR. HERITAGE: Some are working there and a lot have gone back. The first time people that went in and the reason why I am familiar with this is because I was in charge of investigating a lot of this work. Some of these people that went in found the conditions so bad and these are new people that have come from Nova Scotia and they heard about the big money. They came to us and asked if we'd give them a job and we placed some of the people who did go in who only broke the strike the first time. We have placed them in other jobs throughout Ontario and Canada.

MR. POLLOCK: Are these members of your Union?

MR. HERITAGE: No these are not. Some of them are now.

THE COMMISSIONER: Would they all be taken from positions it's the money that attracted them.

MR. HERITAGE: It was the money that enticed them. Just imagine if you are in Toronto we were getting the highest scale of wages and if you are promised this plus guarantee overtime of



eight and ten hours overtime.

THE COMMISSIONER: But they would know that they were only temporary wages.

MR. HERITAGE: But they were promised also a guarantee of six months severance pay. And this was an awful big amount of money.

THE COMMISSIONER: But they might not be able to pick up another permanent job.

MR. HERITAGE: In our industry you can sir. There is a big demand for printers.

MR. POLLOCK: Well how much would these people be getting; surely not a thousand dollars a week?

MR. HERITAGE: No not that much. They were getting in excess of what our members were getting.

MR. POLLOCK: How much?

MR. HERITAGE: It varied too, depending on their skill but they were getting in excess plus a guarantee of overtime which of course brought the weekly wage up fantastically.

THE COMMISSIONER: Would it be twenty-four hours a day?

MR. HERITAGE: Depending on their skill. In our classification there were some higher demands to, say a machinist operator who has to keep so that the machines running as well as operating,/there would be a premium probably paid in this classification or in a line up classification, something that is hard to a replace/man they would be paying higher premiums and



Nethercut & Young Toronto, Ontario

higher wages.

MR. POLLOCK: Well roughly speaking your order of wages at this time were about \$140.00 or something?

MR. HERITAGE: About \$155.00.

MR. POLLOCK: They would be getting more than that?

MR. HERITAGE: Yes, about \$175.00 I believe in Ottawa here and \$15.00 a day expenses and any travelling expenses.

MR. HISTED: I might point out here

MR. HERITAGE: I just want to follow on here. The next question is how can they do it.

No.1, these negotiations have been protracted over eighteen some months and there was an awful lot of retroactivity involved.

THE COMMISSIONER: I suppose you might get some from ordinary printing establishments like commercial printing?

MR. HERITAGE: Yes and I'm sorry to say that some of our members out in the Maritimes were of course, because of the economy, the wages aren't as high, some of them were enticed to come up.

THE COMMISSIONER: But what about

Toronto? A great many of these people from Toronto.

MR. HERITAGE: The suburban area where there is a weekly paper, they are not organized and there are small commercial plants like two man shops and three-man shops. But they came from all over.



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MR. POLLOCK: Well you can't trust those people from the Maritimes.

MR. HERITAGE: No, we have a lot of good members from the Maritimes and throughout Canada. That isn't the case at all. It comes down to the basic point, it is a human failing, greed.

THE COMMISSIONER: Well they might have been a bit in debt with working for such poor wages.

MR. HERITAGE: Well after all these people didn't start moving in, sir, until the injunction was granted. The paper operated on the basis of ads coming from commercial plants through the ad agencies, and they operated on these people that were trained prior to/dispute happening. These people they have been training for six months. But then when they started to fill the jobs permanently they brought these people in. In other words they brought them in when the injunction was granted.

MR. POLLOCK: You've even got somebody from Saskatoon.

MR. HERITAGE: And those six people have gone back to Saskatoon. They were dissatisfied that and they understand / strike situation conditions aren't all favourable.

THE COMMISSIONER: It took them some time to get that appreciation.

MR. HISTED: It took them longer than the Maritimers, sir.

MR. HERITAGE: Well the big point is



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exhibits?

that it is very hard even though we had photographs, here's one of a professional strikebreaker and we have his photograph here and no one can dispute that's a Metropolitan Toronto Policeman questioning him about his license. He was driving without a Canadian license. We have photographs on everyone that crossed that picket line. Because what we do is we set up or when there is any dispute we immediately start recording anybody that is crossing the lines.

THE COMMISSIONER: You'll be getting invitations to go into criminology.

MR. HERITAGE: Well unfortunately, sir, it seems the only way we could prove things to the public and responsible bodies is by facts sometimes and you have to start keeping records of things. But this is what defeated the situation in Toronto at the beginning. Then of course when the injunction came along they were able to replace everybody and they brought in people from all places in Canada.

MR. POLLOCK: You were going to tell me how they could afford to do this.

MR. HERITAGE: Well strike insurance is one thing. I have a pamphlet here and strike insurance, it's something we can't prove and New York certainly had it and several others, this was put out by the Newspaper Guild on an investigation.

MR. POLLOCK: May we keep these as

MR. HERITAGE: Yes. Here's an interesting point I'll read to you and this fell into



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our hands through undercover methods if you wish to call it that. It is a photostat of a document that went out to all the association members of the Printing Industry Association of America of which Canadian employees are a part of. It says "Bulletins for Owners and Manager. P.I.A. Strike Insurance. The writing period is extended to February 20th. There is well over one million dollars paid in and this is a remarkable display of printer desire to establish a new program. Los Angeles must both support this and take advantage of it. George Madsen Washington, D.C. will fly in Thursday, January 31st, for emergency meeting. A very special time is set at 3:30 P.M. So you can get away from the shop and be sure to be out before dinner. George must go into San Diego" and so on and I won't read that. "Remember the New York papers have withstood about fifty strike days largely because they have strike insurance. Let's look at it carefully". In other words they are encouraging them to take it out. Here is all the evidence of the term where it was sent to Bermuda because it was outlawed in New York, etc.

MR. POLLOCK: For the sake of the record the letter from Mr. Moore to Mr. Brown is Exhibit No.1, and article entitled Strike Insurance or Threat to Collective Bargaining is Exhibit No.2, and this letter from the Printing Industry Association Incorporated is Exhibit No.3.



Terente, Ontario

referring to our position on page 8. It is our conif
viction that/employers were prohibited from hiring
strikebreakers there would be no cause for them to
seek injunctions. The strike would then become a
straight economic battle and a negotiated settlement
would be more quickly the result.

THE COMMISSIONER: And you would give up the picket line?

MR. HERITAGE: Well this, sir, of course is how can we inform the public?

THE COMMISSIONER: Now you think the public in a majority of cases cares a snap of its fingers. The public isn't interested in individual small industry. It is the purchaser or the contractor, or a retailer. It's not the public.

MR. HERITAGE: Would you say that if the company agreed they would just close their doors and there would be no replacement. There would be no necessity then would there?

THE COMMISSIONER: No of course not they have accomplished their object which is to close the plant.

MR. POLLOCK: The public in your case in Toronto certainly knew that there was a newspaper strike and it didn't have very much effect on that.

MR. HERITAGE: I think Mr. Pollock for various obvious reasons they were barraged with statement dictations from the United States and the whole atmosphere of Canada at that time you will have to admit was dictated to by the United States. And it



is a case of the atmosphere at the time whether you get support from the public. In the province of Quebec you've got to admit that they've got a lot of support from the public in some of their disputes.

THE COMMISSIONER: In some of them

yes but in the majority of them generally they are annoyed

/ because you are interfering with some ordinary
it convenience. You're reading / in the paper every day
and taking the bus every day and going to school
every day and having light and power every day. That
kind of thing is interfered with and their reaction
isn't one of sympathy and favour.

MR. HERITAGE: Unfortunately I think you are correct in this case therefore the public don't give a darn. If it is affecting them they are irritated but on the other hand we have good responsible leadership come to our defence in certain areas.

MR. POLLOCK: I think too you have to in consider/this particular dispute that a large percentage of the public couldn't really get exorcised, to use your word, about the fact that people who are making \$155.00 a week want more. I think there are a lot of people in our society who don't make \$155.00 a week and they don't identify it with those people. I think too the fact that the newspapers were continuing to publish and were able to publish I suppose convinced some people that perhaps the striking printers were in some measure superfluous.



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were too many distractions to be concerned with the difficulties of a few people.

MR. HISTED: The fact is that most of the paper wasn't even printed there. It was set in most of the shops throughout the province.

MR. POLLOCK: Were they all non-union shops?

MR. HISTED: No not all of them. had a section in the Toronto Commercial contract where we have around 1300 members working in the Toronto Commercial shops. When our members refused to set ads for the Toronto papers they were threatened with discharge and then it became a dispute that under the terms of the contract the joint standing committee and then it went to arbitration, and unfortunately in our that contract it had a provision/the conditions existing at the time of the dispute where our members were being compelled to set these ads, had to be continued until such time as decided as above provided. The Board of Arbitration ruled that they were setting these ads for the stores and not for the Toronto papers even though they eventually arrived in the Toronto papers and we were stuck with that decision. Our members didn't like Our members in some cases were ready to be dis-They were setting ads and they were setting them for Eaton's and so on. We got stuck with that and they had to set them. Now of course we had other situations and I am from Hamilton, we had people, advertisers coming in/the job shops where I live in the city, linotype, W.L. Griffin and asked if they



 would set ads for them and I told them no our members will not set them and they took them away.

THE COMMISSIONER: What did you do in Winnipeg, the Free Press paper is one?

MR. HISTED: In the Free Press, of course that situation developed back in 1945.

THE COMMISSIONER: I know that but by what means did that newspaper continue publishing?

MR. HISTED: Well they had gathered up people from country weeklies and isolated spots throughout the province. At the time that developed there were a number of people coming back from the Armed Services and they hired these people who had been printers.

THE COMMISSIONER: But did they go on printing in the same mode? I understood they had changed that.

MR. HISTED: Yes. Until such time as they begin and I can give you probably a better instance in the Hamilton Spectator where I was President at the time of the strike. What that picket line did.

THE COMMISSIONER: But what was the change in Winnipeg?

MR. HISTED: This is why I want to mention Hamilton because it is similar to Winnipeg. They used the verityper system which is a substitute means and hired a whole lot of girls on these veritypers. Now it is unjustified in other words the lines just ended wherever the word stopped. Then



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they pasted that into position and then photographed it and had it photo-engraved. Now even the ads were blown up and they used typewriter type and blew that up by photography and then reduce it and so on and then paste in pictures out of these matte surfaus, this is the way it was done for some time. They then brought a few people down from Winnipeg who were linotype operators and other specialists. Then they started to where they get one page in the regular system and then they get more and they would add some more and then they would have a combination of the verityper and then the linotype and so on throughout and this is where it took them about nine months before they were able to get completely back to the old system. Now I might say in that situation and I know very well about that because I lived that, that they were able to get the paper out and of course we had no offset or plates to come back. We even had to start our own paper in that city to get something because we were frozen out from the news media.

THE COMMISSIONER: Well I think we have gone pretty well into that.

MR. HERITAGE: The point I would like to make, sir, and I think we've covered everything pretty well, but the point I would like to make is that in the Toronto situation it was an unusual situation because in spite of what was said all the people did not strike in our mind. The courts ruled where is the interpretation of the Labour Act/and this is where I think a change should be made. In the Labour Act



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Terente, Ontario 1 the interpretation of a strike is not only walking 2 out and leaving the job, it is a slow down I under-3 stand where any type of action disrupts production. Yet a definition of a lock-out where we went before 4 5 the courts on the injunction to prohibit us from 6 using the term lock-out. the definition was turning 7 the key in the door. In other words the people 8 couldn't come into the plant, which isn't actually 9 a fair definition in this day and age. A lock-out 10 in our interpretation is changing conditions or 11 forcing a change in conditions. 12 13 you didn't strike in Toronto? 14

THE COMMISSIONER: Do you suggest that

MR. HERITAGE: Absolutely we did not If we had struck sir I suggest to you it strike. would have been an entirely different matter. We would have consulted with the other unions before we had struck. We would have set deadlines. The situation would have been changed entirely because the other unions only when they are put on the spot will they make a commitment. But after the situation happens without consultation you just can't expect people to turn around and many unions do.

THE COMMISSIONER: I thought that you exchange this morning on the assumption conducted the / that you were on strike?

MR. HERITAGE: Well I'm sorry, sir, but I disagree, that it was a lock-out.

MR. POLLOCK: Well let me ask these questions so that I can break through the symmetrical



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gap here. As I understand it the details that prethat
cipitated the work stoppage was/they started to use
Canadian Press plates.

MR. HERITAGE: They started to use plates that hadn't been approved by the

MR. POLLOCK: Right and some members of your organization didn't approve of that and you were told either you do it or you're fired.

MR. HERITAGE: A member who normally never touched this type of operation.

MR. POLLOCK: It doesn't matter. Did they go through the whole plant and fire everybody?

MR. HERITAGE: They fired five in each plant simultaneously.

MR. POLLOCK: That's fifteen people. How about the rest of them?

MR. HERITAGE: They had no way and they couldn't go to grievance over anything. They said well this is the position and if they change their condiwould tions they / fire the men, and they walked out.

MR. POLLOCK: All right that's it, but that is the distinction. They weren't compelled to walk out. They felt on a philosophical basis that they couldn't work in these conditions so they walked out. That is the strike.

MR. HERITAGE: But what can you do when you can't go to grievance?

THE COMMISSIONER: Well it shows that you haven't any right to take that action, you haven't any grievance.



MR. HERITAGE: But you have no grievance procedure. For instance if the contract was in force you can say all right the men are fired, we will continue working and we'll take the matter up in the arbitration procedure. This is what they would normally do, sir, but in this case here the men are tensed up, and they fire old timers. It wasn't young men they fired, they picked on specialty men.

THE COMMISSIONER: The ground was that they refused to do something they were ordered to do and I assume properly ordered.

MR. HERITAGE: Under the terms of the old contract they were not supposed to do it and they were presently negotiating a new one. This was a condition that had not been agreed to as a working condition by the Union.

MR. POLLOCK: But it had been agreed to tentatively at one stage?

MR. HERITAGE: Well not at that point.

MR. HISTED: I might say this Mr.

Commissioner, that the old contract had a provision that both parties agree that no changes will be made by either party except by mutual consent, or so long as negotiations are continued. This was a part of the old contract.

THE COMMISSIONER: So that really you're not in a position to do anything?

MR. HISTED: Well one point I would like to make here and I will try to be brief.

THE COMMISSIONER: Well it isn't



relevant.

MR. HISTED: It isn't relevant about
the fact that five men are discharged and so on?

THE COMMISSIONER: I think we've given
you quite an opportunity to present this. It is something that is in the past and the only interest to us

enters the scene and the matter of hiring strike-

is the manner in which primarily the professional

breakers. That is all that is important.

MR. HERITAGE: This is a very important point, sir. I feel it is an inequity and imbalance of power where the company has an injunction restricting the number of pickets so that they can bring in strikebreakers and be encouraged to bring them in and it immediately throws it out of balance.

THE COMMISSIONER: I suppose if you can't bring them in and if you can't have a picket line then things ought to be satisfactory.

MR. HERITAGE: Well there's enough economic pressure on both parties, the employees are losing their wages and the company is losing their profits, so they've got to start saying well if we don't get together both of us are going to lose in the long run.

THE COMMISSIONER: And I think that is reasoning well.

MR. POLLOCK: Of course in the union situation and you were getting strike pay and you suggested that in some of the places in the United States they would get some strike insurance.



MR. HERITAGE: Not only in the United States Mr. Pollock with all respect. I am quite sure and I have no proof and I don't like to make statements unless I can present proof but it was available to the publishers in Canada and I am quite sure that if they were in the situation like that they would take advantage of it.

THE COMMISSIONER: Can unions obtain strike insurance?

MR. HERITAGE: No we haven't. We've always taken the position that we take care of our own members.

THE COMMISSIONER: Well then you're in a better position than your employers.

MR. HERITAGE: Along these lines there is one more comment I would like to make and which I feel would help it - negotiations to avoid the crisis. Under the Ontario Act now the compulsory conciliation procedure, I find from my experience of the last ten or twelve years in this business that the biggest actually deterrent to a strike/happening is the threat of a strike. And the procedures to be expedited in negotiations at the conciliation stage. Now under the present Act we have to go to a conciliation officer stage and then we have to go to a conciliation board stage.

THE COMMISSIONER: Not necessarily.

The Minister can refuse

MR. HERITAGE: Yes and this is the point I want to make sir. My experience since this



has come into being this new application of the Act where the conciliation officer can recommend that no board be set up and then you can continue with the officer and if you don't reach an agreement then fourteen days after his report goes into the Minister we are in a free position. Well unfortunately the way the Act - the Act doesn't spell it out but this will happen, it just says that it can happen.

it is Unfortunately / our experience that if political pressure can be applied in some cases where the officer has recommended from his experience with the same employers that no board be set up, yet a board is set up and yet in other cases where the officer recommends no board be set up then there is no board set up.

THE COMMISSIONER: Well that can be taken by the Minister in a certain period.

MR. HERITAGE: Yes, but I would say that I have found from my experience in Canada and take the province of Quebec or Saskatchewan, or in Nova Scotia, where the setting up of a conciliation board is an option that both parties could agree to, that we have got settlements faster and the chances of a strike have been deterred because the length of time has not been drawn out. In Quebec, I negotiated in Quebec in 1959, in Quebec City it took twenty-eight months and it became a very tense situation under the old Act. But since they have envoked the new Act in Quebec where it is a renewal of agreement, you have sixty days from the date of applying for



Nethercut & Young

Toronto, Ontario

conciliation and you meet with a conciliation officer. He is an appointee, supposedly unbiased, in many cases they do a very good job. And you both know from the day you sit down with him that at the end of sixty days time is going to run out and you better get your heads together and work it out.

THE COMMISSIONER: You think that has worked well?

MR. HERITAGE: It has worked very well in Nova Scotia and worked very well in Quebec in my experience and it has worked very well in Saskatchewan in my experience. And in Ontario where they have recommended a no board, and I have had three of them recently, we have been able to get agreements because these conciliators are doing this every day. They are civil servants where in the case of Conciliation Boards with no reflection we have some very good men as Chairmen of Conciliation Boards, but sometimes there's a tendency that while they are not doing this, they get an awfully high pay for doing this and it has a tendency that they recommend no board. They are not doing this as a living in this case, and we find that / Conciliation Officer stage if there was more of this well we could have/pressure on both I think there would parties at the officer stage be less chance of a strike.

MR. POLLOCK: I suggest as a footnote to what you said that the threat to strike is more important than the strike itself. I think you are in the same position as a duelist with a single shot.

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As long as you aim that gun before you pull the

trigger that the pressure is on the other fellow.

After you have shot and missed him then there is no

pressure at all. This is of course what happened in

the Toronto case when the newspapers found out that

they could print and run their business without you.

The strike weapon disappeared.

MR. HERITAGE: Just to reflect and I don't want to beat a dead horse because we have gone over this all the time, but the sequence of events, you have to look at the Toronto situation that here they had no trouble for many years and all the Unions were collective in collective bargaining and they reached an agreement in September as the evidence Then all of a sudden other issues came up and the other Unions went and signed their contract because they didn't know about these issues at the So now the employer - we had to deal with all the Unions and there was a big club there, he couldn't divide them because they could close his newspaper down, they were now separated and he had one Union right where he wanted them. So all the frustrations that he might have had over the years he said ah I can correct them now." So what happened was on January 1st they started January training, training these people as the records will show as we look back. So then they pushed it to try and get some of the things back that were lost through the years and then I think it got a little out of hand and then it went past the stage and it's just like when you go on strike and



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1	you put someone in a box with six sides on it and		
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3	then pride and/it gets deeper and deeper and deeper and		
4	this is the situation. So they took advantage of		
5	ît.		
6	THE COMMISSIONER: I have one more		
7	question. You say if the injunction had been given		
8	that you would have been able to hold that influx of		
9	workers off?		
10	MR. HERITAGE: We feel in Toronto that		
11	the only way they would have got in is possibly a lot		
12	of them wouldn't have got in unless the police had		
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14	THE COMMISSIONER: But how would you		
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16	MR. HERITAGE: A large picket line		
17	of course.		
18	THE COMMISSIONER: What do you mean		
19	by that? That you would have that line so close		
20	together in units that nobody could get through?		
21	MR. HERITAGE: In cases we would		
22	have that line, but of course they have to part to		
23	let trucks through.		
24	THE COMMISSIONER: It is really by		
25	physical obstruction.		
26	MR. HERITAGE: I guess it can't be		
27	denied if you have a mass picket line there the peopl		
28	look at it and say well I'm not going to take a chanc		
29	of crossing but a lot of these people from the other		
30	provinces certainly wouldn't want to cross because		



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of that.

THE COMMISSIONER: Well you've answered my question, thank you.

MR. POLLOCK: How many days after the strike was commenced was the injunction granted?

MR. HERITAGE: It must have been three weeks and I have a copy of the injunction somewhere.

MR. POLLOCK: So they operated without an injunction for three weeks?

MR. HERITAGE: Yes, but don't forget the strikebreakers from the other provinces didn't come in then. They weren't in the buildings until after the injunction. And here's another inequity of the courts and with all respect, sir. Normally the Unions do not have to appear at the granting of the injunction. Their lawyers can attend. Well I attended a couple of them and at this one in particular we had a picket line around the Telegram with women and children as a psychological affect of trying to get on the consciences of the people crossing the line. We were told by the judge at that time if we ever had women and children on the picket line again that he would give a complete injunction restricting all picketing. I have found with injunctions, and another injunction at Oshawa the judge took the position and I was there and he said "well what are they giving out this week in number of pickets, is it two to a door this time or three to a door. You two fellows agree among yourselves". feel if they are going to grant injunctions that they



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should go into it in some depth as to why is an injunction necessary. I actually don't believe an injunction should be in labour cases but there are cases where it should be because the law does provide that if a person hits someone or if a person steals something the police are there to do something about it. They don't need an injunction to prevent it.

MR. POLLOCK: Well gentlemen we are very obliged to you for your presentation today, both written and oral, and we will certainly give them serious consideration.

MR. POLLOCK: Would the court attendant please call the Confederation of National Trade Unions three times, please.

COURT ATTENDANT: There is no answer, sir.

MR. POLLOCK: Having called the Confederation of National Trade Unions both in and out of court it is now 3:20 in the afternoon I declare this session adjourned sine die.

--- Adjournment.











BINDING SECT. OCT 2 0 1967

